

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT		1. CONTRACT ID CODE	PAGE OF PAGES 1 222
2. AMENDMENT/MODIFICATION NO. P00001	3. EFFECTIVE DATE See Block 16C	4. REQUISITION/PURCHASE REQ. NO.	5. PROJECT NO. (If applicable)
6. ISSUED BY ICE/Detention Compliance & Removals Immigration and Customs Enforcement Office of Acquisition Management 801 I Street, NW Suite (b)(6) WASHINGTON DC 20536 (b)(7)	CODE ICE/DCR	7. ADMINISTERED BY (If other than Item 6)	CODE
8. NAME AND ADDRESS OF CONTRACTOR (No., street, county, State and ZIP Code) CORRECTIONS CORPORATION OF AMERICA ATTN CORRECTIONS CORPORATION OF AMERICA 10 BURTON HILLS BLVD NASHVILLE TN 372156105		(x) 9A. AMENDMENT OF SOLICITATION NO.	
		9B. DATED (SEE ITEM 11)	
		* 10A. MODIFICATION OF CONTRACT/ORDER NO. HSCEDM-17-D-00001	
		10B. DATED (SEE ITEM 13) 12/14/2016	
CODE 1597341510000	FACILITY CODE		

11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS

☐ The above numbered solicitation is amended as set forth in Item 14. The hour and date specified for receipt of Offers ☐ is extended. ☐ is not extended.
Offers must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended, by one of the following methods: (a) By completing Items 8 and 15, and returning _____ copies of the amendment; (b) By acknowledging receipt of this amendment on each copy of the offer submitted; or (c) By separate letter or telegram which includes a reference to the solicitation and amendment numbers. FAILURE OF YOUR ACKNOWLEDGEMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER. If by virtue of this amendment you desire to change an offer already submitted, such change may be made by telegram or letter, provided each telegram or letter makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified.

12. ACCOUNTING AND APPROPRIATION DATA (If required)

See Schedule

13. THIS ITEM ONLY APPLIES TO MODIFICATION OF CONTRACTS/ORDERS. IT MODIFIES THE CONTRACT/ORDER NO. AS DESCRIBED IN ITEM 14.

CHECK ONE	A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 10A.
	B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation date, etc.) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(b).
	C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF:
X	D. OTHER (Specify type of modification and authority) FAR 43.103(a) - Bilateral Modification

E. IMPORTANT: Contractor ☐ is not. ☒ is required to sign this document and return 1 copies to the issuing office.

14. DESCRIPTION OF AMENDMENT/MODIFICATION (Organized by UCF section headings, including solicitation/contract subject matter where feasible.)

DUNS Number: 159734151

Contracting Officer: (b)(6),(b)(7)(C) 202-732-(b)(6),(b)(7)(C)

Contracting Officer: (b)(6),(b)(7)(C) 202-732-(b)(6),(b)(7)(C)

Contract Specialist: (b)(6),(b)(7)(C) 313-446-(b)(6),(b)(7)(C)

COR (b)(6),(b)(7)(C) 313-446-(b)(6),(b)(7)(C)

The purpose of this modification is to incorporate the revised PBNDS 2011 ICE Detention Standards per the attachments for inclusion in the Youngstown CDF contract.

Exempt Action: Y

Period of Performance: 12/14/2016 to 09/30/2018

All other terms and conditions remain the same.

Except as provided herein, all terms and conditions of the document referenced in Item 9 A or 10A, as heretofore changed, remains unchanged and in full force and effect.

(b)(6),(b)(7)(C) GENER (Type or print)	16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print) (b)(6),(b)(7)(C)
(b)(6),(b)(7)(C) Vice President, Partnership Development	
15C. DATE SIGNED 2/10/2017	16B. UNITED STATES OF AMERICA (b)(6),(b)(7)(C)

Previous edition unusable.

STANDARD FORM 30 (REV. 10-83)
Prescribed by GSA
FAR (48 CFR) 53.243

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT		1. CONTRACT ID CODE	PAGE OF PAGES 1 13
2. AMENDMENT/MODIFICATION NO. P00002	3. EFFECTIVE DATE See Block 16C	4. REQUISITION/PURCHASE REQ. NO.	5. PROJECT NO. (If applicable)
6. ISSUED BY ICE/Detention Compliance & Removals Immigration and Customs Enforcement Office of Acquisition Management 801 I Street, NW Suite (b)(6);(b)(7)(C) WASHINGTON DC 20536	CODE ICE/DCR	7. ADMINISTERED BY (If other than Item 6)	CODE
8. NAME AND ADDRESS OF CONTRACTOR (No., street, county, State and ZIP Code) CORECIVIC INC ATTN CORECIVIC INC 10 BURTON HILLS BLVD NASHVILLE TN 372156105		(x)	9A. AMENDMENT OF SOLICITATION NO.
			9B. DATED (SEE ITEM 11)
		x	10A. MODIFICATION OF CONTRACT/ORDER NO. HSCEDM-17-D-00001
			10B. DATED (SEE ITEM 13) 12/14/2016
CODE 1597341510000	FACILITY CODE		

11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS

☐ The above numbered solicitation is amended as set forth in Item 14. The hour and date specified for receipt of Offers ☐ is extended. ☐ is not extended.
Offers must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended, by one of the following methods: (a) By completing Items 8 and 15, and returning _____ copies of the amendment; (b) By acknowledging receipt of this amendment on each copy of the offer submitted; or (c) By separate letter or telegram which includes a reference to the solicitation and amendment numbers. FAILURE OF YOUR ACKNOWLEDGEMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER. If by virtue of this amendment you desire to change an offer already submitted, such change may be made by telegram or letter, provided each telegram or letter makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified.

12. ACCOUNTING AND APPROPRIATION DATA (If required)

See Schedule

13. THIS ITEM ONLY APPLIES TO MODIFICATION OF CONTRACTS/ORDERS. IT MODIFIES THE CONTRACT/ORDER NO. AS DESCRIBED IN ITEM 14.

CHECK ONE	A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 10A.
	B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation date, etc.) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(b).
	C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF:
X	D. OTHER (Specify type of modification and authority) Option Exercise - FAR 43.103(b)

E. IMPORTANT: Contractor ☒ is not. ☐ is required to sign this document and return _____ copies to the issuing office.

14. DESCRIPTION OF AMENDMENT/MODIFICATION (Organized by UCF section headings, including solicitation/contract subject matter where feasible.)

DUNS Number: 159734151

Contracting Officer: (b)(6);(b)(7)(C) 2-732-(b)(6);(b)(7)(C)

Contracting Officer: (b)(6);(b)(7)(C) 202-732-(b)(6);(b)(7)(C)

Contract Specialist: (b)(6);(b)(7)(C) 313-446-(b)(6);(b)(7)(C)

COR (b)(6);(b)(7)(C) 313-446-(b)(6);(b)(7)(C)

The purpose of this modification is to exercise Option Period 1 under FAR clause, 52.217-9 Option to Extend the Term of the Contract, for the period of April 1, 2017 through September 30, 2017.

Department of Labor Wage Determination No. 2015-3013, Revision 3, dated 12/30/2016, is Continued ...

Except as provided herein, all terms and conditions of the document referenced in Item 9 A or 10A, as heretofore changed, remains unchanged and in full force and effect.

15A. NAME AND TITLE OF SIGNER (Type or print)	16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print) (b)(6);(b)(7)(C)
15B. CONTRACTOR/OFFEROR (Signature of person authorized to sign)	15C. DATE SIGNED

CONTINUATION SHEET

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HSCEDM-17-D-00001/P00002PAGE OF
2 13NAME OF OFFEROR OR CONTRACTOR
CORECIVIC INC

ITEM NO. (A)	SUPPLIES/SERVICES (B)	QUANTITY (C)	UNIT (D)	UNIT PRICE (E)	AMOUNT (F)
	<p>incorporated into this contract.</p> <p>In accordance with FAR 52.222-43, Fair Labor Standards Act and Service Contract Act - Price Adjustment (Multiple Year and Option Contracts) (f) The Contractor shall notify the Contracting Officer of any increase claimed under this clause within 30 days after receiving a new wage determination unless this notification period is extended in writing by the Contracting Officer. The Contractor shall promptly notify the Contracting Officer of any decrease under this clause, but nothing in the clause shall preclude the Government from asserting a claim within the period permitted by law. The notice shall contain a statement of the amount claimed and the change in fixed hourly rates (if this is a time-and-materials or labor hour contract), and any relevant supporting data, including payroll records, that the Contracting Officer may reasonably require. Upon agreement of the parties, the contract price, contract unit labor rates, or fixed hourly rates shall be modified in writing. The Contractor shall continue performance pending agreement on or determination of any such adjustment and its effective date.</p> <p>Exempt Action: Y Sensitive Award: SPII Delivery: 04/01/2017 Delivery Location Code: ICE/ERO ICE Enforcement & Removal Immigration and Customs Enforcement 801 I Street, NW Suite 900 Washington DC 20536</p> <p>Period of Performance: 12/14/2016 to 09/30/2018</p> <p>Change Item 1001 to read as follows (amount shown is the obligated amount):</p>				
1001	<p>Detention Beds</p> <p>This will include up to 480 detention beds per day for 183 days. (b)(4) = 87,840 detention beds Obligated Amount: \$0.00 Product/Service Code: S206 Product/Service Description: HOUSEKEEPING- GUARD</p> <p>Continued ...</p>	(b)(4)			

CONTINUATION SHEET	REFERENCE NO. OF DOCUMENT BEING CONTINUED HSCEDM-17-D-00001/P00002	PAGE	OF
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NAME OF OFFEROR OR CONTRACTOR
CORECIVIC INC

ITEM NO. (A)	SUPPLIES/SERVICES (B)	QUANTITY (C)	UNIT (D)	UNIT PRICE (E)	AMOUNT (F)
1002	Change Item 1002 to read as follows (amount shown is the obligated amount):				
	Escort / On-Call / Stationary Guard Hours (Regular Rate) Obligated Amount: \$0.00 Product/Service Code: S206 Product/Service Description: HOUSEKEEPING- GUARD	(b)(4)			
1003	Change Item 1003 to read as follows (amount shown is the obligated amount):				
	Escort / On-Call / Stationary Guard Hours (Overtime Rate) Obligated Amount: \$0.00 Product/Service Code: S206 Product/Service Description: HOUSEKEEPING- GUARD	(b)(4)			
1004	Change Item 1004 to read as follows (amount shown is the obligated amount):				
	Transportation - as outlined in Section C, II, B.2 to include mileage (10,000 miles per month) Obligated Amount: \$0.00 Product/Service Code: S206 Product/Service Description: HOUSEKEEPING- GUARD	(b)(4)			
1005	Change Item 1005 to read as follows (amount shown is the obligated amount):				
	Transportation - rate for mileage in excess of 60,000 miles in period Obligated Amount: \$0.00 Product/Service Code: S206 Product/Service Description: HOUSEKEEPING- GUARD	(b)(4)			
	All other terms and conditions remain the same.				

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT		1. CONTRACT ID CODE	PAGE OF PAGES 1 4
2. AMENDMENT/MODIFICATION NO. P00003	3. EFFECTIVE DATE See Block 16C	4. REQUISITION/PURCHASE REQ. NO.	5. PROJECT NO. (If applicable)
6. ISSUED BY ICE/Detention Compliance & Removals Immigration and Customs Enforcement Office of Acquisition Management 801 I Street, NW Suite (b)(6),(b)(7)(C) WASHINGTON DC 20536	CODE ICE/DCR	7. ADMINISTERED BY (If other than Item 6)	CODE
8. NAME AND ADDRESS OF CONTRACTOR (No., street, county, State and ZIP Code) CORECIVIC INC ATTN CORECIVIC INC 10 BURTON HILLS BLVD NASHVILLE TN 372156105		(x) 9A. AMENDMENT OF SOLICITATION NO.	
		9B. DATED (SEE ITEM 11)	
		x 10A. MODIFICATION OF CONTRACT/ORDER NO. HSCEDM-17-D-00001	
		10B. DATED (SEE ITEM 13) 12/14/2016	
CODE 1597341510000	FACILITY CODE		

11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS

☐ The above numbered solicitation is amended as set forth in Item 14. The hour and date specified for receipt of Offers ☐ is extended, ☐ is not extended.
Offers must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended, by one of the following methods: (a) By completing Items 8 and 15, and returning _____ copies of the amendment; (b) By acknowledging receipt of this amendment on each copy of the offer submitted; or (c) By separate letter or telegram which includes a reference to the solicitation and amendment numbers. FAILURE OF YOUR ACKNOWLEDGEMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER. If by virtue of this amendment you desire to change an offer already submitted, such change may be made by telegram or letter, provided each telegram or letter makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified.

12. ACCOUNTING AND APPROPRIATION DATA (If required)

See Schedule

13. THIS ITEM ONLY APPLIES TO MODIFICATION OF CONTRACTS/ORDERS. IT MODIFIES THE CONTRACT/ORDER NO. AS DESCRIBED IN ITEM 14.

CHECK ONE	A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 10A.
	B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation date, etc.) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(b).
	C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF:
X	D. OTHER (Specify type of modification and authority) Bilateral, Option Exercise - FAR 43.103(a) mutual agreement of the parties

E. IMPORTANT: Contractor ☐ is not, ☒ is required to sign this document and return 1 copies to the issuing office.

14. DESCRIPTION OF AMENDMENT/MODIFICATION (Organized by UCF section headings, including solicitation/contract subject matter where feasible.)

DUNS Number: 159734151

Contracting Officer: (b)(6),(b)(7)(C) 202-732- (b)(6),(b)(7)(C)
Contracting Officer: (b)(6),(b)(7)(C) 202-732- (b)(6),(b)(7)(C)
Contract Specialist: (b)(6),(b)(7)(C) 313-446- (b)(6),(b)(7)(C)
COR: (b)(6),(b)(7)(C) 313-446- (b)(6),(b)(7)(C)
ACOR: (b)(6),(b)(7)(C) 313-220- (b)(6),(b)(7)(C)

The purpose of this modification is to exercise Option Period 2 under FAR clause, 52.217-9 Option to Extend the Term of the Contract, for the period of October 1, 2017 through March Continued ...

Except as provided herein, all terms and conditions of the document referenced in Item 9 A or 10A, as heretofore changed, remains unchanged and in full force and effect.

(b)(6),(b)(7)(C)	15A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print) (b)(6),(b)(7)(C)
Vice President, Partnership Development	
(b)(6),(b)(7)(C)	15C. DATE SIGNED 10/3/17
(b)(6),(b)(7)(C)	(b)(6),(b)(7)(C)

(Signature of Contracting Officer)

Date: 2017.10.03 09:34:58 PST

STANDARD FORM 30 (REV. 10-83)

Prescribed by GSA

FAR (48 CFR) 53.243

CONTINUATION SHEET

REFERENCE NO. OF DOCUMENT BEING CONTINUED
HSCEDM-17-D-00001/P00003PAGE OF
2 4NAME OF OFFEROR OR CONTRACTOR
CORECIVIC INC

ITEM NO. (A)	SUPPLIES/SERVICES (B)	QUANTITY (C)	UNIT (D)	UNIT PRICE (E)	AMOUNT (F)
	<p>31, 2018.</p> <p>Department of Labor Wage Determination No. 2015-4263, Revision 3, dated 07/25/2017, is incorporated into this contract.</p> <p>In accordance with FAR 52.222-43, Fair Labor Standards Act and Service Contract Act - Price Adjustment (Multiple Year and Option Contracts) (f) The Contractor shall notify the Contracting Officer of any increase claimed under this clause within 30 days after receiving a new wage determination unless this notification period is extended in writing by the Contracting Officer. The Contractor shall promptly notify the Contracting Officer of any decrease under this clause, but nothing in the clause shall preclude the Government from asserting a claim within the period permitted by law. The notice shall contain a statement of the amount claimed and the change in fixed hourly rates (if this is a time-and-materials or labor hour contract), and any relevant supporting data, including payroll records, that the Contracting Officer may reasonably require. Upon agreement of the parties, the contract price, contract unit labor rates, or fixed hourly rates shall be modified in writing. The Contractor shall continue performance pending agreement on or determination of any such adjustment and its effective date.</p> <p>---</p> <p>Exempt Action: Y Sensitive Award: SPII Delivery: 30 Days After Award Delivery Location Code: ICE/ERO ICE Enforcement & Removal Immigration and Customs Enforcement 801 I Street, NW Suite 900 Washington DC 20536</p> <p>Period of Performance: 12/14/2016 to 09/30/2018</p> <p>Change Item 2001 to read as follows (amount shown is the obligated amount):</p>				
2001	<p>Detention Beds</p> <p>This will include up to 480 detention beds per day for 182 days. Continued ...</p>	(b)(4)			

CONTINUATION SHEET

REFERENCE NO. OF DOCUMENT BEING CONTINUED
HSCEDM-17-D-00001/P00003PAGE OF
3 4NAME OF OFFEROR OR CONTRACTOR
CORECIVIC INC

ITEM NO. (A)	SUPPLIES/SERVICES (B)	QUANTITY (C)	UNIT (D)	UNIT PRICE (E)	AMOUNT (F)
	(b)(4) 87,360 detention beds Obligated Amount: \$0.00 Product/Service Code: S206 Product/Service Description: HOUSEKEEPING- GUARD Period of Performance: 10/01/2017 to 03/31/2018 Change Item 2002 to read as follows (amount shown is the obligated amount):				
2002	Escort / On-Call / Stationary Guard Hours (Regular Rate) Obligated Amount: \$0.00 Product/Service Code: S206 Product/Service Description: HOUSEKEEPING- GUARD Period of Performance: 10/01/2017 to 03/31/2018 Change Item 2003 to read as follows (amount shown is the obligated amount):				
2003	Escort / On-Call / Stationary Guard Hours (Overtime Rate) Obligated Amount: \$0.00 Product/Service Code: S206 Product/Service Description: HOUSEKEEPING- GUARD Period of Performance: 10/01/2017 to 03/31/2018 Change Item 2004 to read as follows (amount shown is the obligated amount):				
2004	Transportation - as outlined in Section C, II, B.2 to include mileage (10,000 miles per month) Obligated Amount: \$0.00 Product/Service Code: S206 Product/Service Description: HOUSEKEEPING- GUARD Period of Performance: 10/01/2017 to 03/31/2018 Change Item 2005 to read as follows (amount shown is the obligated amount):				
2005	Transportation - rate for mileage in excess of 60,000 miles in period Obligated Amount: \$0.00 Product/Service Code: S206 Product/Service Description: HOUSEKEEPING- GUARD Period of Performance: 10/01/2017 to 03/31/2018 Continued ...				

NAME OF OFFEROR OR CONTRACTOR
CORECIVIC INC

ITEM NO. (A)	SUPPLIES/SERVICES (B)	QUANTITY (C)	UNIT (D)	UNIT PRICE (E)	AMOUNT (F)
	--- All other terms and conditions remain the same.				

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT		1. CONTRACT ID CODE		PAGE OF PAGES 1 15	
2. AMENDMENT/MODIFICATION NO. P00004		3. EFFECTIVE DATE See Block 16C		4. REQUISITION/PURCHASE REQ. NO.	
6. ISSUED BY ICE/Detention Compliance & Removals Immigration and Customs Enforcement Office of Acquisition Management 801 I Street, NW Suite (b)(6),(b)(7)(C) WASHINGTON DC 20536		CODE ICE/DCR		5. PROJECT NO. (If applicable)	
8. NAME AND ADDRESS OF CONTRACTOR (No., street, county, State and ZIP Code) CORECIVIC INC ATTN CORECIVIC INC 10 BURTON HILLS BLVD NASHVILLE TN 372156105		(x)		9A. AMENDMENT OF SOLICITATION NO.	
				9B. DATED (SEE ITEM 11)	
		x		10A. MODIFICATION OF CONTRACT/ORDER NO. HSCEDM-17-D-00001	
				10B. DATED (SEE ITEM 13) 12/14/2016	
CODE 1597341510000		FACILITY CODE			
11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS					
<input type="checkbox"/> The above numbered solicitation is amended as set forth in Item 14. The hour and date specified for receipt of Offers <input type="checkbox"/> is extended. <input type="checkbox"/> is not extended. Offers must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended, by one of the following methods: (a) By completing items 8 and 15, and returning _____ copies of the amendment; (b) By acknowledging receipt of this amendment on each copy of the offer submitted; or (c) By separate letter or telegram which includes a reference to the solicitation and amendment numbers. FAILURE OF YOUR ACKNOWLEDGEMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER. If by virtue of this amendment you desire to change an offer already submitted, such change may be made by telegram or letter, provided each telegram or letter makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified.					
12. ACCOUNTING AND APPROPRIATION DATA (If required) See Schedule					
13. THIS ITEM ONLY APPLIES TO MODIFICATION OF CONTRACTS/ORDERS. IT MODIFIES THE CONTRACT/ORDER NO. AS DESCRIBED IN ITEM 14.					
CHECK ONE					
A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 10A.					
B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation date, etc.) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(b).					
C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF:					
D. OTHER (Specify type of modification and authority) X Bilateral, Option Exercise - FAR 43.103(a) mutual agreement of the parties					
E. IMPORTANT: Contractor <input type="checkbox"/> is not. <input checked="" type="checkbox"/> is required to sign this document and return 1 copies to the issuing office.					
14. DESCRIPTION OF AMENDMENT/MODIFICATION (Organized by UCF section headings, including solicitation/contract subject matter where feasible.) DUNS Number: 159734151					
Contracting Office: (b)(6),(b)(7)(C) 202-731-(b)(6),(b)(7)(C) Contracting Officer: (b)(6),(b)(7)(C) 202-732-(b)(6),(b)(7)(C) Contract Specialist: (b)(6),(b)(7)(C) 313-446-(b)(6),(b)(7)(C) COR: (b)(6),(b)(7)(C) 313-446-(b)(6),(b)(7)(C) ACOR: (b)(6),(b)(7)(C) 313-220-(b)(6),(b)(7)(C)					
The purpose of this modification is to exercise Option Period 3 under FAR clause, 52.217-9 Option to Extend the Term of the Contract, for the period of April 1, 2018 through Continued ... Except as provided herein, all terms and conditions of the document referenced in Item 9 A or 10A, as heretofore changed, remains unchanged and in full force and effect.					
(b)(6),(b)(7)(C)		16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print) Vice President, Partnership Development (b)(6),(b)(7)(C)			
(b)(6),(b)(7)(C)		15C. DATE SIGNED 3/20/18		16B. UNITED STATES OF AMERICA (b)(6),(b)(7)(C)	
				16C. DATE SIGNED	

CONTINUATION SHEET	REFERENCE NO. OF DOCUMENT BEING CONTINUED HSCEDM-17-D-00001/P00004	PAGE OF 2 15
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NAME OF OFFEROR OR CONTRACTOR
CORECIVIC INC

ITEM NO. (A)	SUPPLIES/SERVICES (B)	QUANTITY (C)	UNIT (D)	UNIT PRICE (E)	AMOUNT (F)
3001	<p>September 30, 2018.</p> <p>Department of Labor Wage Determination No. 2015-4263, Revision 5, dated 1/10/2018, is incorporated into this contract.</p> <p>In accordance with FAR 52.222-43, Fair Labor Standards Act and Service Contract Act - Price Adjustment (Multiple Year and Option Contracts) (f) The Contractor shall notify the Contracting Officer of any increase claimed under this clause within 30 days after receiving a new wage determination unless this notification period is extended in writing by the Contracting Officer. The Contractor shall promptly notify the Contracting Officer of any decrease under this clause, but nothing in the clause shall preclude the Government from asserting a claim within the period permitted by law. The notice shall contain a statement of the amount claimed and the change in fixed hourly rates (if this is a time-and-materials or labor hour contract), and any relevant supporting data, including payroll records, that the Contracting Officer may reasonably require. Upon agreement of the parties, the contract price, contract unit labor rates, or fixed hourly rates shall be modified in writing. The Contractor shall continue performance pending agreement on or determination of any such adjustment and its effective date.</p> <p>Exempt Action: Y Sensitive Award: SPII Delivery: 04/01/2018 Delivery Location Code: ICE/ERO ICE Enforcement & Removal Immigration and Customs Enforcement 801 I Street, NW Suite 900 Washington DC 20536</p> <p>Period of Performance: 12/14/2016 to 09/30/2018</p> <p>Change Item 3001 to read as follows (amount shown is the obligated amount):</p> <p>Detention Beds</p> <p>This will include up to 480 detention beds per day for 183 days. Continued ...</p>			(b)(4)	0.00

CONTINUATION SHEET	REFERENCE NO. OF DOCUMENT BEING CONTINUED HSCEDM-17-D-00001/P00004	PAGE	OF
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NAME OF OFFEROR OR CONTRACTOR
CORECIVIC INC

ITEM NO. (A)	SUPPLIES/SERVICES (B)	QUANTITY (C)	UNIT (D)	UNIT PRICE (E)	AMOUNT (F)
	(b)(4) - 87 840 detention beds Amount: (b)(4) (Option Line Item) 04/01/2018 Product/Service Code: S206 Product/Service Description: HOUSEKEEPING- GUARD Change Item 3002 to read as follows (amount shown is the obligated amount):				
3002	Escort / On-Call / Stationary Guard Hours (Regular Rate) Amount: (b)(4) (Option Line Item) 04/01/2018 Product/Service Code: S206 Product/Service Description: HOUSEKEEPING- GUARD Change Item 3003 to read as follows (amount shown is the obligated amount):	(b)(4)			0.00
3003	Escort / On-Call / Stationary Guard Hours (Overtime Rate) Amount: (b)(4) (Option Line Item) 04/01/2018 Product/Service Code: S206 Product/Service Description: HOUSEKEEPING- GUARD Change Item 3004 to read as follows (amount shown is the obligated amount):	(b)(4)			0.00
3004	Transportation - as outlined in Section C, II, B.2 to include mileage (10,000 miles per month) Amount: (b)(4) (Option Line Item) 04/01/2018 Product/Service Code: S206 Product/Service Description: HOUSEKEEPING- GUARD Change Item 3005 to read as follows (amount shown is the obligated amount):	(b)(4)			0.00
3005	Transportation - rate for mileage in excess of 60,000 miles in period Amount: (b)(4) (Option Line Item) 04/01/2018 Product/Service Code: S206 Product/Service Description: HOUSEKEEPING- GUARD Continued ...	(b)(4)			0.00

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NAME OF OFFEROR OR CONTRACTOR
CORECIVIC INC

ITEM NO. (A)	SUPPLIES/SERVICES (B)	QUANTITY (C)	UNIT (D)	UNIT PRICE (E)	AMOUNT (F)
	<p>---</p> <p>All other terms and conditions remain the same.</p>				

AWARD/CONTRACT		1. THIS CONTRACT IS A RATED ORDER UNDER DPAS (15 CFR 700)		RATING		PAGE OF PAGES 1 118	
2. CONTRACT (Proc. Inst. Ident.) NO. HSCEDM-17-D-00001				3. EFFECTIVE DATE See Block 20C		4. REQUISITION/PURCHASE REQUEST/PROJECT NO.	
5. ISSUED BY ICE/Detention Compliance & Removals Immigration and Customs Enforcement Office of Acquisition Management 801 I Street, NW Suite (b)(6),(b)(7) WASHINGTON DC 20536		CODE ICE/DCR		6. ADMINISTERED BY (If other than Item 5)		CODE	
7. NAME AND ADDRESS OF CONTRACTOR (No., street, country, State and ZIP Code) CORRECTIONS CORPORATION OF AMERICA ATTN CORRECTIONS CORPORATION OF AMERICA 10 BURTON HILLS BLVD NASHVILLE TN 372156105				8. DELIVERY <input type="checkbox"/> FOB ORIGIN <input checked="" type="checkbox"/> OTHER (See below)		9. DISCOUNT FOR PROMPT PAYMENT Net 30	
				10. SUBMIT INVOICES (4 copies unless otherwise specified) TO THE ADDRESS SHOWN IN			
CODE 1597341510000		FACILITY CODE		10. SUBMIT INVOICES (4 copies unless otherwise specified) TO THE ADDRESS SHOWN IN		ITEM	
11. SHIP TO/MARK FOR Northeast Ohio Correctional Center 2240 Hubbard Road Youngstown OH 44505		CODE		12. PAYMENT WILL BE MADE BY DHS, ICE Burlington Finance Center P.O. Box 1620 Attn: ICE-ERO/FOD-FDT Williston VT 05495-1620		CODE ICE-ERO/FOD-FDT	
13. AUTHORITY FOR USING OTHER THAN FULL AND OPEN COMPETITION: <input type="checkbox"/> 10 U.S.C. 2304 (c) () <input type="checkbox"/> 41 U.S.C. 3304 (a) ()				14. ACCOUNTING AND APPROPRIATION DATA See Schedule			
15A. ITEM NO		15B. SUPPLIES/SERVICES		15C. QUANTITY		15D. UNIT	
						15E. UNIT PRICE	
						15F. AMOUNT	
Continued							
				15G. TOTAL AMOUNT OF CONTRACT		\$0.00	
16. TABLE OF CONTENTS							
(X)	SEC.	DESCRIPTION	PAGE(S)	(X)	SEC.	DESCRIPTION	PAGE(S)
PART I - THE SCHEDULE				PART II - CONTRACT CLAUSES			
X	A	SOLICITATION/CONTRACT FORM	1-10	X	I	CONTRACT CLAUSES	99-113
X	B	SUPPLIES OR SERVICES AND PRICES/COSTS	11-13	PART III - LIST OF DOCUMENTS, EXHIBITS AND OTHER ATTACH.			
X	C	DESCRIPTION/SPECS./WORK STATEMENT	14-86	X	J	LIST OF ATTACHMENTS	114
X	D	PACKAGING AND MARKING	87	PART IV - REPRESENTATIONS AND INSTRUCTIONS			
X	E	INSPECTION AND ACCEPTANCE	88	X	K	REPRESENTATIONS, CERTIFICATIONS AND OTHER STATEMENTS OF OFFERORS	115-118
X	F	DELIVERIES OR PERFORMANCE	89		L	INSTRS., CONDS., AND NOTICES TO OFFERORS	
X	G	CONTRACT ADMINISTRATION DATA	90-92		M	EVALUATION FACTORS FOR AWARD	
X	H	SPECIAL CONTRACT REQUIREMENTS	93-98				
CONTRACTING OFFICER WILL COMPLETE ITEM 17 (SEALED-BID OR NEGOTIATED PROCUREMENT) OR 18 (SEALED-BID PROCUREMENT) AS APPLICABLE							
17. <input checked="" type="checkbox"/> CONTRACTOR'S NEGOTIATED AGREEMENT (Contractor is required to sign this document and return 1 copies to issuing office.) Contractor agrees to furnish and deliver all items or perform all the services set forth or otherwise identified above and on any continuation sheets for the consideration stated herein. The rights and obligations of the parties to this contract shall be subject to and governed by the following documents: (a) this award/contract, (b) the solicitation, if any, and (c) such provisions, representations, certifications, and specifications, as are attached or incorporated by				18. <input type="checkbox"/> SEALED-BID AWARD (Contractor is not required to sign this document.) Your bid on Solicitation Number including the additions or changes made by you which additions or changes are set forth in full above, is hereby accepted as to the items listed above and on any continuation sheets. This award consummates the contract which consists of the following documents: (a) the Government's solicitation and your bid, and (b) this award/contract. No further contractual document is necessary. (Block 18 should be checked only when awarding a sealed-bid contract.)			
(b)(6),(b)(7)(C)				(b)(6),(b)(7)(C)			
19A. NAME OF CONTRACTOR Vice President - Partnership Development				19B. DATE SIGNED 12/14/16			
(b)(6),(b)(7)(C)				20B. UNITED STATES OF AMERICA (b)(6),(b)(7)(C)			
				20C. DATE SIGNED 12/14/2016			

STANDARD FORM 26 (Rev. 3/2013)
Prescribed by GSA - FAR (48 CFR) 53.214(a)

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NAME OF OFFEROR OR CONTRACTOR

CORRECTIONS CORPORATION OF AMERICA

ITEM NO. (A)	SUPPLIES/SERVICES (B)	QUANTITY (C)	UNIT (D)	UNIT PRICE (E)	AMOUNT (F)
	<p>DUNS Number: 159734151</p> <p>Contracting Officer: (b)(6),(b)(7)(C) 202-732-(b)(6) (b)(6),(b)(7)(C)</p> <p>Contracting Officer: (b)(6),(b)(7)(C) 202-732-(b)(6) (b)(6),(b)(7)(C)</p> <p>Contract Specialist: (b)(6),(b)(7)(C) 313-446-(b)(6),(b)(7)(C)</p> <p>COR: (b)(6),(b)(7)(C) 313-446-(b)(6),(b)(7)(C)</p> <p>This is a contract to house ICE detainees at the Northeast Ohio Correctional Center in Youngstown, Ohio. The contract will include transportation and housing for a minimum of one and up to 984 detainees per day through March 31, 2017 and transportation and housing for up to 480 detainees per day through September 30, 2018.</p> <p>This award incorporates CCA's proposal dated November 16, 2016 for detention guards and December 3, 2016 for transportation services as well as the staffing plan dated November 21, 2016. The Wage Determination for Mahoning County, Ohio #2015-3013 Revision #1 dated 6/16/2016 is incorporated into the contract.</p> <p>The staffing plan may be revised based on population at the time.</p> <p>This award is an Indefinite Delivery Indefinite Quantity type contract.</p> <p>The funding for this contract will be provided via task order.</p> <p>Exempt Action: Y</p> <p>Period of Performance: 12/14/2016 to 09/30/2018</p>				
0001	<p>Detention Beds</p> <p>This will include up to 984 detention beds per day for 108 days.</p> <p>(b)(4) = 106,272 detention beds</p> <p>Amount: (b)(4)</p> <p>Obligated Amount: \$0.00</p> <p>Product/Service Code: S206</p> <p>Product/Service Description: HOUSEKEEPING- GUARD</p> <p>Delivery: 12/14/2016</p> <p>Period of Performance: 12/14/2016 to 03/31/2017</p>	(b)(4)			
0002	<p>Escort / On-Call / Stationary Guard Hours (Regular Rate)</p> <p>Amount: (b)(4)</p> <p>Obligated Amount: \$0.00</p> <p>Product/Service Code: S206</p> <p>Product/Service Description: HOUSEKEEPING- GUARD</p> <p>Delivery: 12/14/2016</p> <p>Period of Performance: 12/14/2016 to 03/31/2017</p>	(b)(4)			
0003	<p>Escort / On-Call / Stationary Guard Hours (Overtime Rate)</p> <p>Continued ...</p>	(b)(4)			

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ITEM NO. (A)	SUPPLIES/SERVICES (B)	QUANTITY (C)	UNIT (D)	UNIT PRICE (E)	AMOUNT (F)
	Amount: (b)(4) Obligated Amount: \$0.00 Product/Service Code: S206 Product/Service Description: HOUSEKEEPING- GUARD Delivery: 12/14/2016 Period of Performance: 12/14/2016 to 03/31/2017				
0004	Transportation - as outlined in Section C, II, B.2 to include mileage (10,000 miles per month) Amount: (b)(4) Obligated Amount: \$0.00 Product/Service Code: S206 Product/Service Description: HOUSEKEEPING- GUARD Delivery: 12/14/2016 Period of Performance: 12/14/2016 to 03/31/2017	(b)(4)			
0005	Transportation - rate for mileage in excess of 40,000 miles in period Amount: (b)(4) Obligated Amount: \$0.00 Product/Service Code: S206 Product/Service Description: HOUSEKEEPING- GUARD Delivery: 12/14/2016 Period of Performance: 12/14/2016 to 03/31/2017	(b)(4)			
1001	Detention Beds This will include up to 480 detention beds per day for 183 days. (b)(4) 87,840 detention beds Amount: (b)(4) (Option Line Item) 04/01/2017 Product/Service Code: S206 Product/Service Description: HOUSEKEEPING- GUARD Delivery: 04/01/2017 Period of Performance: 04/01/2017 to 09/30/2017	(b)(4)			0.00
1002	Escort / On-Call / Stationary Guard Hours (Regular Rate) Amount: (b)(4) (Option Line Item) 04/01/2017 Product/Service Code: S206 Product/Service Description: HOUSEKEEPING- GUARD Delivery: 04/01/2017 Period of Performance: 04/01/2017 to 09/30/2017 Continued ...	(b)(4)			0.00

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ITEM NO. (A)	SUPPLIES/SERVICES (B)	QUANTITY (C)	UNIT (D)	UNIT PRICE (E)	AMOUNT (F)
1003	Escort / On-Call / Stationary Guard Hours (Overtime Rate) Amount: (b)(4) (Option Line Item) 04/01/2017 Product/Service Code: S206 Product/Service Description: HOUSEKEEPING- GUARD Delivery: 04/01/2017 Period of Performance: 04/01/2017 to 09/30/2017	(b)(4)			0.00
1004	Transportation - as outlined in Section C, II, B.2 to include mileage (10,000 miles per month) Amount: (b)(4) (Option Line Item) 04/01/2017 Product/Service Code: S206 Product/Service Description: HOUSEKEEPING- GUARD Delivery: 04/01/2017 Period of Performance: 04/01/2017 to 09/30/2017	(b)(4)			0.00
1005	Transportation - rate for mileage in excess of 60,000 miles in period Amount: (b)(4) (Option Line Item) 04/01/2017 Product/Service Code: S206 Product/Service Description: HOUSEKEEPING- GUARD Delivery: 04/01/2017 Period of Performance: 04/01/2017 to 09/30/2017	(b)(4)			0.00
2001	Detention Beds This will include up to 480 detention beds per day for 182 days. (b)(4) = 87,360 detention beds Amount: (b)(4) (Option Line Item) 10/01/2017 Product/Service Code: S206 Product/Service Description: HOUSEKEEPING- GUARD Delivery: 04/01/2017 Period of Performance: 10/01/2017 to 03/31/2018	(b)(4)			0.00
2002	Escort / On-Call / Stationary Guard Hours (Regular Rate) Amount: (b)(4) (Option Line Item) 10/01/2017 Product/Service Code: S206 Product/Service Description: HOUSEKEEPING- GUARD Continued ...	(b)(4)			0.00

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ITEM NO. (A)	SUPPLIES/SERVICES (B)	QUANTITY (C)	UNIT (D)	UNIT PRICE (E)	AMOUNT (F)
	Delivery: 04/01/2017 Period of Performance: 10/01/2017 to 03/31/2018				
2003	Escort / On-Call / Stationary Guard Hours (Overtime Rate) Amount: (b)(4) (Option Line Item) 10/01/2017 Product/Service Code: S206 Product/Service Description: HOUSEKEEPING- GUARD Delivery: 10/01/2017 Period of Performance: 10/01/2017 to 03/31/2018	(b)(4)			0.00
2004	Transportation - as outlined in Section C, II, B.2 to include mileage (10,000 miles per month) Amount: (b)(4) (Option Line Item) 10/01/2017 Product/Service Code: S206 Product/Service Description: HOUSEKEEPING- GUARD Delivery: 10/01/2017 Period of Performance: 10/01/2017 to 03/31/2018	(b)(4)			0.00
2005	Transportation - rate for mileage in excess of 60,000 miles in period Amount: (b)(4) (Option Line Item) 10/01/2017 Product/Service Code: S206 Product/Service Description: HOUSEKEEPING- GUARD Delivery: 10/01/2017 Period of Performance: 10/01/2017 to 03/31/2018	(b)(4)			0.00
3001	Detention Beds This will include up to 480 detention beds per day for 183 days. (b)(4) 87,840 detention beds Amount: (b)(4) (Option Line Item) 04/01/2018 Product/Service Code: S206 Product/Service Description: HOUSEKEEPING- GUARD Delivery: 04/01/2018 Period of Performance: 04/01/2018 to 09/30/2018	(b)(4)			0.00
3002	Escort / On-Call / Stationary Guard Hours (Regular Rate) Amount: (b)(4) (Option Line Item) Continued ...	(b)(4)			0.00

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ITEM NO. (A)	SUPPLIES/SERVICES (B)	QUANTITY (C)	UNIT (D)	UNIT PRICE (E)	AMOUNT (F)
	04/01/2018 Product/Service Code: S206 Product/Service Description: HOUSEKEEPING- GUARD Delivery: 04/01/2018 Period of Performance: 04/01/2018 to 09/30/2018				
3003	Escort / On-Call / Stationary Guard Hours (Overtime Rate) Amount (b)(4) (Option Line Item) 04/01/2018 Product/Service Code: S206 Product/Service Description: HOUSEKEEPING- GUARD Delivery: 04/01/2018 Period of Performance: 04/01/2018 to 09/30/2018	(b)(4)			0.00
3004	Transportation - as outlined in Section C, II, B.2 to include mileage (10,000 miles per month) Amount: (b)(4) (Option Line Item) 04/01/2018 Product/Service Code: S206 Product/Service Description: HOUSEKEEPING- GUARD Delivery: 04/01/2018 Period of Performance: 04/01/2018 to 09/30/2018	(b)(4)			0.00
3005	Transportation - rate for mileage in excess of 60,000 miles in period Amount (b)(4) (Option Line Item) 04/01/2018 Product/Service Code: S206 Product/Service Description: HOUSEKEEPING- GUARD Delivery: 04/01/2018 Period of Performance: 04/01/2018 to 09/30/2018 Invoice Instructions: ICE - ERO Contracts Service Providers/Contractors shall use these procedures when submitting an invoice. 1. Invoice Submission: Invoices shall be submitted in a ".pdf" format in accordance with the contract terms and conditions [Contract Specialist and Contracting Officer to disclose if on a monthly basis or other agreed to terms"] via email, United States Postal Service (USPS) or facsimile as follows: a) Email: • (b)(6),(b)(7)(C) Continued ...	(b)(4)			0.00

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ITEM NO. (A)	SUPPLIES/SERVICES (B)	QUANTITY (C)	UNIT (D)	UNIT PRICE (E)	AMOUNT (F)
	<ul style="list-style-type: none"> Contracting Officer Representative (COR) or Government Point of Contact (GPOC) Contract Specialist/Contracting Officer <p>Each email shall contain only (1) invoice and the invoice number shall be indicated on the subject line of the email.</p> <p>b) USPS:</p> <p>DHS, ICE Financial Operations - Burlington P.O. Box 1620 Williston, VT 05495-1620 ATTN: ICE-ERO/FOD-FDT</p> <p>The Contractors Data Universal Numbering System (DUNS) Number must be registered and active in the System for Award Management (SAM) at https://www.sam.gov prior to award and shall be notated on every invoice submitted to ensure prompt payment provisions are met. The ICE program office identified in the task order/contract shall also be notated on every invoice.</p> <p>c) Facsimile:</p> <p>Alternative Invoices shall be submitted to: (802)-288-7658</p> <p>Submissions by facsimile shall include a cover sheet, point of contact and the number of total pages.</p> <p>Note: the Service Providers or Contractors Dunn and Bradstreet (D&B) DUNS Number must be registered in the System for Award Management (SAM) at https://www.sam.gov prior to award and shall be notated on every invoice submitted to ensure prompt payment provisions are met. The ICE program office identified in the task order/contract shall also be notated on every invoice.</p> <p>2. Content of Invoices: Each invoice shall contain the following information in accordance with 52.212-4 (g), as applicable:</p> <p>(i). Name and address of the Service Provider/Contractor. Note: the name, address and DUNS number on the invoice MUST match the information in both the Contract/Agreement and the information in the SAM. If payment is remitted to another entity, the name, address and DUNS information of that entity must also be provided which will require Government verification before payment can be processed;</p> <p>(ii). Dunn and Bradstreet (D&B) DUNS Number;</p> <p>(iii). Invoice date and invoice number;</p> <p>(iv). Agreement/Contract number, contract line item number and, if applicable, the order number;</p> <p>(v). Description, quantity, unit of measure, unit price, extended price and period of performance of the items or services delivered;</p> <p>Continued ...</p>				

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ITEM NO. (A)	SUPPLIES/SERVICES (B)	QUANTITY (C)	UNIT (D)	UNIT PRICE (E)	AMOUNT (F)
	<p>(vi). If applicable, shipping number and date of shipment, including the bill of lading number and weight of shipment if shipped on Government bill of lading;</p> <p>(vii). Terms of any discount for prompt payment offered;</p> <p>(viii). Remit to Address;</p> <p>(ix). Name, title, and phone number of person to resolve invoicing issues;</p> <p>(x). ICE program office designated on order/contract/agreement and</p> <p>(xi). Mark invoice as "Interim" (Ongoing performance and additional billing expected) and "Final" (performance complete and no additional billing)</p> <p>(xii). Electronic Funds Transfer (EFT) banking information in accordance with 52.232-33 Payment by Electronic Funds Transfer - System for Award Management or 52-232-34, Payment by Electronic Funds Transfer - Other than System for Award Management.</p> <p>3. Invoice Supporting Documentation. To ensure payment, the vendor must submit supporting documentation which provides substantiation for the invoiced costs to the Contracting Officer Representative (COR) or Point of Contact (POC) identified in the contract. Invoice charges must align with the contract CLINs. Supporting documentation is required when guaranteed minimums are exceeded and when allowable costs are incurred. Details are as follows:</p> <p>(i). Guaranteed Minimums. If a guaranteed minimum is not exceeded on a CLIN(s) for the invoice period, no supporting documentation is required. When a guaranteed minimum is exceeded on a CLIN (s) for the invoice period, the Contractor is required to submit invoice supporting documentation for all detention services provided during the invoice period which provides the information described below:</p> <p>a. Detention Bed Space Services</p> <ul style="list-style-type: none"> • Bed day rate; • Detainees check-in and check-out dates; • Number of bed days multiplied by the bed day rate; • Name of each detainee; • Detainees identification information <p>(ii). Allowable Incurred Cost. Fixed Unit Price Items (items for allowable incurred costs, such as transportation services, stationary guard or escort services, transportation mileage or other Minor Charges such as sack lunches and detainee wages): shall be fully supported with documentation substantiating the costs and/or reflecting the established price in the contract and shall be submitted in .pdf format:</p> <p>a. Detention Bed Space Services. For detention bed space CLINs without a GM, the supporting documentation must include:</p> <ul style="list-style-type: none"> • Bed day rate; <p>Continued ...</p>				

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ITEM NO. (A)	SUPPLIES/SERVICES (B)	QUANTITY (C)	UNIT (D)	UNIT PRICE (E)	AMOUNT (F)
	<ul style="list-style-type: none"> • Detainees check-in and check-out dates; • Number of bed days multiplied by the bed day rate; • Name of each detainee; • Detainees identification information <p>b. Transportation Services: For transportation CLINs without a GM, the supporting documentation must include:</p> <ul style="list-style-type: none"> • Mileage rate being applied for that invoice; • Number of miles; • Transportation routes provided; • Locations serviced; • Names of detainees transported; • Itemized listing of all other charges; and, • for reimbursable expenses (e.g. travel expenses, special meals, etc.) copies of all receipts. <p>c. Stationary Guard Services: The itemized monthly invoice shall state:</p> <ul style="list-style-type: none"> • The location where the guard services were provided, • The employee guard names and number of hours being billed, • The employee guard names and duration of the billing (times and dates), and • (4) for individual or detainee group escort services only, the name of the detainee(s) that was/were escorted. <p>d. Other Direct Charges (e.g. VTC support, transportation meals/sack lunches, volunteer detainee wages, etc.):</p> <p>1) The invoice shall include appropriate supporting documentation for any direct charge billed for reimbursement. For charges for detainee support items (e.g. meals, wages, etc.), the supporting documentation should include the name of the detainee(s) supported and the date(s) and amount(s) of support.</p> <p>(iii) Firm Fixed-Price CLINs. Supporting documentation is not required for charges for FFP CLINs.</p> <p>4. Safeguarding Information: As a contractor or vendor conducting business with Immigration and Customs Enforcement (ICE), you are required to comply with DHS Policy regarding the safeguarding of Sensitive Personally Identifiable Information (PII). Sensitive PII is information that identifies an individual, including an alien, and could result in harm, embarrassment, inconvenience or unfairness. Examples of Sensitive PII include information such as: Social Security Numbers, Alien Registration Numbers (A-Numbers), or combinations of information such as the individuals name or other unique identifier and full date of birth, citizenship, or immigration status.</p> <p>As part of your obligation to safeguard information, the follow precautions are required:</p> <p>(i) Email supporting documents containing Sensitive PII in an encrypted attachment</p>				

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ITEM NO. (A)	SUPPLIES/SERVICES (B)	QUANTITY (C)	UNIT (D)	UNIT PRICE (E)	AMOUNT (F)
	<p>with password sent separately to the Contracting Officer Representative assigned to the contract.</p> <p>(ii) Never leave paper documents containing Sensitive PII unattended and unsecure. When not in use, these documents will be locked in drawers, cabinets, desks, etc. so the information is not accessible to those without a need to know.</p> <p>(iii) Use shredders when discarding paper documents containing Sensitive PII.</p> <p>(iv) Refer to the DHS Handbook for Safeguarding Sensitive Personally Identifiable Information (March 2012) found at (b)(7)(E)</p> <p>(b)(7)(E) for more information on and/or examples of Sensitive PII.</p> <p>5. Invoice Inquiries. If you have questions regarding payment, please contact ICE Financial Operations at 1-877-491-6521 or by e-mail at (b)(6),(b)(7)(C)</p> <p>The total amount of award: \$35,144,845.23. The obligation for this award is shown in box 15G.</p>				

SECTION B:

SUPPLIES OR SERVICES AND PRICES/COSTS

B.1 GENERAL

The Contractor shall provide all management, supervision, labor, and materials necessary to perform the services identified in the Statement of Work on an Indefinite Delivery – Indefinite Quantity basis to have detention beds purchased on a firm fixed price basis.

B.2 CONTRACT PRICING

Offerors are instructed to fill in the Contract Line Item Number (CLIN) table below. This table may be edited prior to award but is anticipated to be the CLIN structure that will be utilized for this contract. All Base and Option Period pricing shall be incorporated into this contract upon award.

Base Period (December 13, 2016 – March 31, 2017):

CLIN	Description	Unit	QTY	Unit Price	Total
0001	Detention Services*	Bed Days	(b)(4)		
0002	Escort / On-Call / Stationary Guard Hours (Regular Rate)**	Hours			
0003	Escort / On-Call / Stationary Guard Hours (Overtime Rate)**	Hours			
0004	Transportation – as outlined in Section C, II, B.2 to include mileage (10,000 per month)*	Month			
0005	Transportation – rate for mileage in excess of 40,000 miles in period*	Miles			
Total Base Period (Not including Transition Period)					\$

Option Period 1 (April 1, 2017 – September 30, 2017) (In accordance with FAR 52.217-9, Option to Extend the Term of the Contract):

CLIN	Description	Unit	QTY	Unit Price	Total
1001	Detention Services*	Bed Days	(b)(4)		
1002	Escort / On-Call / Stationary Guard Hours (Regular Rate)**	Hours			
1003	Escort / On-Call / Stationary Guard Hours (Overtime Rate)**	Hours			
1004	Transportation – as outlined in Section C, II, B.2 to include mileage (10,000 per month)*	Month			

1005	Transportation – rate for mileage in excess of 60,000 miles in period*	Miles	(b)(4)	
Total Option Period 1				\$

Option Period 2 (October 1, 2017 – March 31, 2018) (In accordance with FAR 52.217-9, Option to Extend the Term of the Contract):

CLIN	Description	Unit	QTY	Unit Price	Total
2001	Detention Services*	Bed Days	(b)(4)		
2002	Escort / On-Call / Stationary Guard Hours (Regular Rate)**	Hours			
2003	Escort / On-Call / Stationary Guard Hours (Overtime Rate)**	Hours			
2004	Transportation – as outlined in Section C, II, B.2 to include mileage (10,000 per month)*	Month			
2005	Transportation – rate for mileage in excess of 60,000 miles in period*	Miles			
Total Option Period 2					\$

Option Period 3 (April 1, 2018 – September 30, 2018) (In accordance with FAR 52.217-9, Option to Extend the Term of the Contract):

CLIN	Description	Unit	QTY	Unit Price	Total
3001	Detention Services*	Bed Days	(b)(4)		
3002	Escort / On-Call / Stationary Guard Hours (Regular Rate)**	Hours			
3003	Escort / On-Call / Stationary Guard Hours (Overtime Rate)**	Hours			
3004	Transportation – as outlined in Section C, II, B.2 to include mileage (10,000 per month)*	Month			
3005	Transportation – rate for mileage in excess of 60,000 miles in period*	Miles			
Total Option Period 3					\$

* Pricing based on assumption that CoreCivic will be eligible for seeking equitable adjustments as the Department of Labor changes wages subject to the Service Contract Act.

** Escort / On-Call / Stationary Guard Hour Rate to be adjusted based on implemented changes in Wage Determination Rates as they occur.

B.3 MINIMUM AND MAXIMUM QUANTITIES

The Government's minimum quantity of detention beds per day is 1 bed. The maximum quantity of beds available per day is 984 through March 31, 2017 and 480 through September 30, 2018.

B.4 FUNDING

Funds for the services provided will be obligated, at the task order level, as they become available, or excess funds de-obligated at the task order level, by modification to the task order contracts unilaterally by the Government.

U.S. Department of Homeland Security
Immigration and Customs Enforcement



Section C
Statement of Work
Detention Services
Youngstown Contract Detention Facility
December 2016

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I. EXPLANATION OF TERMS/ACRONYMS

1. ADMINISTRATIVE SEGREGATION: A form of separation from the general population used when the continued presence of the detainee in the general population would pose a threat to life, property, self, staff, or other detainees or to the security or orderly running of the facility. This housing status also includes detainees who require protective custody, those who cannot be placed in the local population because they are in route to another facility (holdovers), those who are awaiting a hearing before a disciplinary panel, and those requiring separation for medical reasons.
2. ADULT LOCAL DETENTION FACILITY (ALDF): A facility which detains persons over the age of 18.
3. ALIEN: Any person who is not a citizen or national of the United States.
4. AMERICAN CORRECTIONAL ASSOCIATION (ACA): The American Correctional Association is the oldest and largest international correctional association in the world. ACA serves all disciplines within the corrections profession and is dedicated to excellence in every aspect of the field.
5. BED-DAY: The total billable cost to the Government to maintain and house one detainee for one day. Bed-day means a detainee that is referred to a contractor for detention. The bed days are calculated by subtracting the date booked into custody from the date released from custody. The contractor may charge for day of arrival, but not day of departure.
6. BED-DAY RATE: The rate charged for each individual detainee per day. Bed-day rate is an all-inclusive burdened rate including direct costs, indirect costs, overhead, and profit necessary to provide the detention, and food service requirements as described in the SOW.
7. BOOKING: A procedure for the admission of an ICE detainee, which includes searching, fingerprinting, photographing, medical screening, and collecting personal history data. Booking also includes the inventory and storage of the individual's accompanying personal property. The Contractor is responsible for booking the detainee into the EADM system upon receiving the detainee.
8. BUREAU OF PRISONS (BOP): The U.S. Federal Bureau of Prisons protects society by confining offenders in the controlled environments of prisons and community-based facilities that are safe, humane, cost-efficient, and appropriately secure, and that provide work and other self-improvement opportunities to assist offenders in becoming law-abiding citizens.
9. CLASSIFICATION: A process for determining the needs and requirements of aliens for whom detention has been ordered and for assigning them to housing units and programs according to their needs, security risk level, and existing resources of the facility.
10. CONTRABAND: Items that pose a threat to the security of people or property. A contraband item fits into either the category of hard or soft contraband as defined below:
 - a) Hard Contraband: Any item that is inherently dangerous as a weapon or tool of violence, e.g., knife, explosives, "zipgun," brass knuckles. Because hard contraband presents an immediate physical threat in or to the facility, a detainee found in possession of hard contraband could face disciplinary action or criminal prosecution.

- b) **Soft Contraband:** Any item that presents a nuisance, which does not pose a direct and immediate threat to an individual's safety. None-the-less, soft contraband has the potential to create dangerous or unsanitary conditions in the facility, such as excess papers that create a fire hazard, food items that are spoiled or retained beyond the point of safe consumption, etc.
11. **CONTRACTING OFFICER (CO):** An employee of the Government responsible for the complete conduct and integrity of the contracting process, including administration after award. The only individual authorized to issue changes to this contract.
12. **CONTRACTING OFFICER'S REPRESENTATIVE (COR):** Employees of the Government responsible for monitoring all technical aspects and assisting in administering the contract.
13. **CONTRACTOR:** The entity, which provides the services, described in this Statement of Work.
14. **CONTRACTOR EMPLOYEE:** An employee of a private Contractor hired to perform a variety of detailed services under this contract.
15. **CONTROL ROOM:** Integrates all internal and external security communications networks within a secure room. Activities conducted within the control room have a critical impact on the institution's orderly and secure operation.
16. **CREDENTIALS:** Document providing primary source verification including education, training, licensure, experience, board certification, and expertise of an employee.
17. **DEPARTMENT OF HOMELAND SECURITY (DHS):** A department of the United States Government, which includes U.S. Immigration and Customs Enforcement (ICE).
18. **DEPARTMENT OF JUSTICE (DOJ):** A department of the United States Government, which includes the Executive Office of Immigration Review (EOIR), the Federal Bureau of Investigation (FBI), the Federal Bureau of Prisons (BOP), and the U.S. Marshals Service (USMS).
19. **DESIGNATED SERVICE OFFICIAL:** An employee of U.S. Immigration and Customs Enforcement designated in writing by the ICE Field Office Director (FOD) to represent ICE on matters pertaining to the operation of the facility.
20. **DETAINEE:** Any person confined under the auspices and the authority of any Federal agency. Many of those being detained may have substantial and varied criminal histories.
21. **DETAINEE RECORDS:** Information concerning the individual's personal, criminal and medical history, behavior, and activities while in custody, including, but not limited to:
- a) Detainee, Personal Property
 - b) Receipts, Visitors List, Photographs
 - c) Fingerprints, Disciplinary Infractions
 - d) Actions Taken, Grievance Reports, Medical
 - e) Records, Work Assignments, Program Participation
 - f) Miscellaneous Correspondence, etc.

22. ENFORCEMENT AND REMOVAL OPERATIONS (ERO): A division within ICE, whose mission is the planning, management, and direction of broad programs relating to the supervision, detention, and removal of detainees who are in the United States illegally.
23. DETENTION OFFICERS: Contractor's uniformed staff members responsible for the security, care, transportation, and supervision of detainees during all phases of activity in a detention facility. The officer is also responsible for the safety and security of the facility.
24. DETENTION STANDARDS COMPLIANCE UNIT (DSCU): The purpose of the DSCU is to develop and prescribe policies, standards, and procedures for ICE detention operations and to ensure detention facilities are operated in a safe, secure, and humane condition for both detainees and staff.
25. DIRECT SUPERVISION: A method of detainee management that ensures continuing direct contact between detainees and staff by posting an officer(s) inside each housing unit. Officers in general housing units are not separated from detainees by a physical barrier. Officers provide frequent, non-scheduled observation of and personal interaction with detainees.
26. DIRECTIVE: A document issued by the U.S. Government and signed by the President, Departmental Secretary, or an Assistant Secretary that establishes policy, delegates' authority, and/or assigns responsibilities.
27. DISCIPLINARY SEGREGATION: A unit housing detainees who commit serious rule violations.
28. ENTRY ON DUTY (EOD): The first day the employee begins performance at a designated duty station on this contract.
29. ENVIRONMENTAL ANALYSIS AND EVALUATION (EAE): This document initiates the analysis and evaluation of environmental effects of proposed actions and contemplates alternative proposals. This document is the basis for deciding whether or not an Environmental Assessment is required.
30. ENVIRONMENTAL ASSESSMENT (EA): Specific document summarizing the results of thorough analyses of environmental impacts caused by proposed actions. This document is the basis for deciding whether or not an Environmental Impact Statement is required.
31. ENVIRONMENTAL IMPACT STATEMENT (EIS): Comprehensive document provides full and fair discussion of significant environmental impacts caused by the proposed action(s). It also states the reasonable alternatives, which would avoid or minimize the adverse impact(s) or enhance the quality of the human environment.
32. EMERGENCY: Any significant disruption of normal facility procedure, policy, or activity caused by riot, strike, escape, fire, medical exigency, natural disaster, or other serious incident.
33. EMERGENCY CARE: Care for an acute illness or unexpected serious health care need that cannot be deferred until the next scheduled sick call.
34. EXECUTIVE OFFICE OF IMMIGRATION REVIEW (EOIR): An agency of DOJ. The primary mission of the Executive Office for Immigration Review (EOIR) is to adjudicate immigration cases by fairly, expeditiously, and uniformly interpreting and administering the

Nation's immigration laws. Under delegated authority from the Attorney General, EOIR conducts immigration court proceedings, appellate reviews, and administrative hearings.

35. FACILITY: The physical plant and grounds in which the Contractor's services are operated.
36. FACILITY ADMINISTRATOR: The official, regardless of local title (e.g., jail administrator, Facility Director, superintendent), who has the ultimate responsibility for managing and operating the contract detention facility. The qualifications for the holder of this office shall be consistent with ACA standards.
37. FIRST AID: Health care for a condition that requires immediate assistance from an individual trained in first aid care and the use of the facility's first aid kits.
38. FLIGHT OPERATIONS UNIT (FOU): The FOU is the principal mass air transportation and manages government and contract flights.
39. GOVERNMENT: Refers to the United States Government.
40. GRIEVANCE: A written complaint filed by a detainee with the facility administrator concerning personal health/welfare or the operations and services of the facility.
41. HEALTH AUTHORITY: The physician, health administrator, or agency on-site that is responsible for health care services pursuant to a written agreement, contract, or job description.
42. HEALTH CARE: The action taken, preventive and therapeutic. To provide for the physical and mental well-being of the detainee population. Health care may include medical services, dental services, mental health services, nursing, personal hygiene, dietary services, and environmental conditions at the facility.
43. HEALTH CARE PERSONNEL: Duly licensed individuals whose primary duties are to provide health services to detainees in keeping with their respective levels of health care training or experience.
44. HEALTH UNIT (HU): The physical area in the facility and organizational unit set-aside for routine health care and sick call. The HU is the designated part of the facility for the delivery of care to detainees on an ambulatory or observation basis.
45. ICE HEALTH SERVICES CORP (IHSC): The ICE Health Service Corps serves as the medical authority for ICE on a wide range of medical issues, including the agency's comprehensive detainee health care program.
46. IMMEDIATE RELATIVES: Spouses, children (including stepchildren and adopted children) and their spouses, parents (including stepparents), brothers and sisters (including stepbrothers and sisters and half-brothers and sisters) and their spouses.
47. IMMIGRATION AND CUSTOMS ENFORCEMENT (ICE): A law enforcement agency within the U.S. Department of Homeland Security.
48. INCIDENT REPORT: A written document reporting an event, such as minor disturbances, officer misconduct, any detainee rule infraction, etc.
49. JUVENILE DETAINEE: Any detainee under the age of eighteen (18) years.

50. KEY PERSONNEL: Any one of the following positions employed by the Contractor; Warden or Facility Director, Assistant Warden or Assistant Facility Director, Supervisory Detention Officer, Training Officers, Quality Assurance Manager, Corporate Security Officer.
51. LIFE SAFETY CODE: A manual published by The National Fire Protection Association specifying minimum standards for fire safety necessary in the public interest.
52. LOG BOOK: The official record of post operations and inspections.
53. MAN-HOUR: Man-hour means productive hours when the required services are performed. Only productive hours can be billed and invoiced.
54. MEDICAL RECORDS: Separate records of medical examinations and diagnosis maintained by the responsible physician or nurse. The following information from these records shall be transferred to the detainee record: date and time of all medical examinations; and, copies of standing or direct medical orders from the physician to the facility staff.
55. MEDICAL SCREENING: A system of structured observation and/or initial health assessment to identify newly-arrived detainees who could pose a health or safety threat to themselves or others.
56. MILEAGE RATE: A fully burdened rate inclusive of the mileage rate in accordance with General Service Administration Federal Travel Regulation, vehicle equipment, maintenance, and fuel costs.
57. NON-CONTACT VISITATION: Visitation that restricts detainees from having physical contact with visitors using physical barriers such as screens and/or glass. Voice communications between the parties are typically accomplished with telephones or speakers.
58. NON-DEADLY FORCE: The force a person uses with the purpose of not causing or which would not create a substantial risk of causing death or serious bodily harm.
59. NOTICE TO PROCEED (NTP): Written notification from the Government to the Contractor stating the date that the Contractor may begin work, subject to the conditions of the contract.
60. OFFICE OF PROFESSIONAL RESPONSIBILITY, PERSONNEL SECURITY UNIT (OPR-PSU): The ICE office which implements a component-wide personnel security program.
61. ON CALL/REMOTE CUSTODY OFFICER POST: Posts operated as requested by the COR, or other ICE officials designated by COR, and including, but not limited to, escorting and custody of detainees for hearings, ICE interviews, medical watches, and any other location requested by the COR.
62. PAT DOWN SEARCH: A quick patting of the detainee's outer clothing to determine the presence of contraband.
63. POLICY: A definite written course or method of action, which guides and determines present and future decisions and actions.

64. POST ORDERS: Written orders that specify the duties of each position, hour-by-hour, and the procedures the post officer will follow in carrying out those duties.
65. PREVENTIVE MAINTENANCE: A system designed to enhance the longevity and/or usefulness of buildings and equipment in accordance with a planned schedule.
66. PROCEDURE: The detailed and sequential actions that must be executed to ensure that a policy is implemented. It is the method of performing an operation or a manner of proceeding on a course of action. It differs from a policy in that it directs action required to perform a specific task within the guidelines of that policy.
67. PRODUCTIVE HOURS: These are hours when the required services are performed and can be billed.
68. PROJECT MANAGER: Contractor employee responsible for on-site supervision of all Contractor employees, with the authority to act on behalf of the Contractor. The Project Manager cannot simultaneously serve in the role of manager and Detention Officer or Supervisory Detention Officer.
69. PROPERTY: Refers to personal belongings of a detainee.
70. PROPOSAL: The written plan submitted by the Contractor for consideration by ICE in response to the Request for Proposal (RFP).
71. QUALIFIED HEALTH PROFESSIONAL: Physicians, dentists, and other professional and technical workers who by state law engage in activities that support, complement or supplement the functions of physicians and/or dentists who are licensed, registered, or certified, as appropriate to their qualifications, to practice.
72. QUALITY ASSURANCE: The actions taken by the Government to assure requirements of the Statement of Work (SOW) are met.
73. QUALITY ASSURANCE SURVEILLANCE PLAN (QASP): A Government-produced document that is based on the premise that the Contractor, and not the Government, is responsible for the day-to-day operation of the facility and all the management and quality control actions required to meet the terms of the contract and is based on the American Correctional Association (ACA), Standards for Adult Local Detention Facilities (ALDF) and ICE 2011 Performance Based National Detention Standards (PBNDS) minimum standards. The role of the Government in quality assurance is to ensure performance standards are achieved and maintained. The QASP (Section J, Attachment 2) validates that the Contractor is complying with ERO-mandated quality standards in operating, maintaining, and repairing detention facilities.
74. QUALITY CONTROL (QC): The Contractor's inspection system which covers all the services to be performed under the contract. The actions that a Contractor takes to control the production of services so that they meet the requirements stated in the contract.
75. QUALITY CONTROL PLAN (QCP): A Contractor-produced document that addresses critical operational performance standards for services provided.
76. RELIEF FACTOR: Indicates how many persons it takes to fill a single job position for a single shift, taking into account vacation, sick leave, training days, and other types of leave.

77. RESPONSIBLE PHYSICIAN: A person licensed to practice medicine with whom the facility enters into a contractual agreement to plan for and provide health care services to the detainee population of the facility.
78. RESTRAINT EQUIPMENT: This includes but is not limited to: handcuffs, belly chains, leg irons, strait-jackets, flexi cuffs, soft (leather) cuffs, and leg weights.
79. SAFETY EQUIPMENT: This includes but is not limited to firefighting equipment, i.e., chemical extinguisher, hoses, nozzles, water supplies, alarm systems, portable breathing devices, gas masks, fans, first aid kits, stretchers, and emergency alarms.
80. SALLYPORT: An enclosure situated either in the perimeter wall or fence to the facility or within the interior of the facility, containing gates or doors at both ends, only one of which opens at a time. This method of entry and exit helps to ensure that there shall be no breach in the perimeter or interior security of the facility.
81. SECURITY DEVICES: Locks, gates, doors, bars, fences, screens, hardened ceilings, floors, walls and barriers used to confine and control detainees. In addition, electronic monitoring equipment, security alarm systems, security light units, auxiliary power supply, and other equipment used to maintain facility security.
82. SECURITY PERIMETER: The outer portions of a facility, which actually provide for secure confinement of detainees.
83. SECURITY RISK – HIGH, MEDIUM, LOW:
- High Risk Level** – (Level 3) Detainees exhibit behavioral problems, or manifest a pattern of such behavior, or have a history of violent and/or criminal activity. These detainees may not be co-mingled with low custody detainees.
- Medium High Risk Level** – (Level 2) Detainees exhibit minor behavioral problems or have a history of nonviolent criminal behavior. These detainees have a history of violent or assaultive charges, convictions, institutional misconduct, or those with gang affiliation.
- Medium Low Risk Level** – (1.5) Detainees with no history of violent or assaultive charges or convictions, no institutional misconduct, and no gang affiliation.
- Low Risk Level** – (Level 1) Detainees exhibit no behavioral problems and have no history of violent criminal behavior. This level may not include any detainee with a felony conviction that included an act of physical violence. Low risk level detainees may not be co-mingled with high custody detainees.
84. SENSITIVE INFORMATION: Any information which could affect the national interest, law enforcement activities, the conduct of federal programs, or the privacy to which individuals are entitled under Title 5, U.S. Code, Section 552a. All Detainee records are considered sensitive information.
85. SIGNIFICANT EVENT NOTIFICATION REPORT (SEN): A written document reporting a special event (e.g., the use of force, use of chemical agents, discharge of firearms).
86. SPECIAL MANAGEMENT UNIT (SMU): A housing unit for detainees in administrative or disciplinary segregation.

87. STANDING MEDICAL ORDERS: Written orders, by a physician, to medical personnel for the definitive treatment of identified minor, self-limiting conditions and for on-site treatment of emergency conditions.
88. STATEMENT OF WORK (SOW): That portion of the contract, which describes the services to be performed under the contract.
89. STRIP SEARCH: An examination of a detainee's naked body for weapons, contraband, and physical abnormalities. This also includes a thorough search of all of the individual's clothing while not being worn.
90. SUITABILITY CHECK: Security clearance process for Contractor and all Contractor Employees to determine favorable suitability to work on a Government contract.
91. TOUR OF DUTY: No more than 12 hours in any 24-hour period with a minimum of eight hours off between shifts, except as directed by state or local law.
92. TRAINING: An organized, planned, and evaluated activity designed to achieve specific learning objectives. Training may occur on site, at an academy of training center, at an institution of higher learning, through contract service, at professional meetings or through closely supervised on-the-job training. Meetings of professional associations are considered training when there is clear evidence of the above elements. All trainers must be certified and certification shall be approved by the COR or ICE-designee.
93. TRANSPORTATION COSTS: All materials, equipment and labor necessary to respond to requests by designated officials for secure movement of detainees from place to place necessary for processing, hearings, interviews, etc.
94. TRANSPORTATION SERVICE COST: An all-inclusive or burdened hourly rate. Cost includes but is not limited to labor, equipment, material, supplies, and other related costs necessary to respond to requests by designated officials for movement of detainees from place to place necessary for processing, court hearings, interviews, doctor's appointments, JPATs/airports, and transporting in-between detention facilities (counties, state and federal).
95. TRAVEL COST: Cost inclusive of lodging and meals and incidental expenses (MI&E) for Transportation Officers exceeding the standard working hours. Contractor tour of duties will comply with all current federal, state, and local laws. This includes, but is not limited to the Federal Motor Carrier Safety Administration, CFR 395.5 - Maximum driving time for passenger-carrying vehicles. Cost is based on actual charges per occurrence, not to exceed the allowable Federal Travel Regulation rates/costs in effect on the dates of travel.
96. WEAPONS: This includes but is not limited to firearms, ammunition, knives, slappers, billy clubs, electronic defense modules, chemical weapons (mace), and nightsticks.

II. STATEMENT OF WORK

A. Background

The United States Department of Homeland Security (DHS), U.S. Immigration & Customs Enforcement (ICE) is responsible for the detention, health, welfare, transportation and deportation of illegal aliens in removal proceedings and aliens subject to final order of removal from the United States. ICE houses detainees in Contract Detention Facilities (CDF), Service Processing Centers (SPC), and other federal, state, local and private facilities.

The mission of the Enforcement and Removal Operations Program (ERO) is the planning, management, and direction of broad programs relating to the supervision, detention and removal of detainees who are in the United States illegally. These activities are chiefly concerned with the processing and enforcement of departure from the United States of detainees who have entered illegally or have become removable after admission.

In implementing its mission, ERO is responsible for carrying out all orders for the securing and departure activities of detainees who are designated in removal proceedings and for arranging for the detention of detainees when such becomes necessary and prescribed by law.

B. Tasks

The contractor shall provide all resources necessary to provide the services to meet or exceed deliverables and performance standards as outlined in the contract.

B.1 Detention Services:

This Statement of Work (SOW) sets forth the contract performance requirements for the management and operation of a CDF for federal detainees, that is contractor-owned/contractor-operated. The Department of Homeland Security (DHS) component, U.S. Immigration and Customs Enforcement (ICE), requires services to house detainees on a 24 hour per day, seven day per week, 365 day per year basis.

The Contractor shall furnish all personnel, management, equipment, supplies, and services necessary for performance of all aspects of the contract. Unless explicitly stated otherwise, the Contractor is responsible for all costs associated with and incurred as part of providing the services outlined in this contract.

The Contractor shall provide a facility that will support and deliver all of the environmental and physical requirements to ensure compliance with ICE 2011 Performance Based National Detention Standards (PBNDS) minimum standards, which can be found through the use of the hyperlink provided: <http://www.ice.gov/detention-standards/2011/A> facility includes all service and support detention areas. ICE will review and approve all design documents, and maintain approval of final inspection of the facility before occupancy.

The Contractor shall provide for operational capacity up to 984 beds through March 31, 2017 and 480 beds through September 30, 2018.

Male population will be based on ICE operational needs and/or requirements.

The facility shall also include a special housing unit (segregation) for administrative and discipline segregation, and two small general population dorms (two man dorms).

Historically, the Detroit AOR detained population is majority criminal alien.

The Contractor shall ensure that the facility operates in a manner consistent with the mission of the Department of Homeland Security (DHS) and ICE ERO. ICE ERO promotes safety and national security by ensuring the departure from the United States of all removable illegal residents through the fair and effective enforcement of the nation's immigration laws. While in custody, ICE must ensure that such individuals are housed in a safe, secure, and humane environment and their statutory and constitutional rights are safeguarded.

In housing detainees, the Contractor is required to perform in accordance with the ICE 2011 Performance Based National Detention Standards (PBNDS) minimum standards, American Correctional Association (ACA), Standards for Adult Local Detention Facilities (ALDF), and Standards Supplement, Standards for Health Services in Jails, NCCHC, and state and local laws on firearms for all locations. Some ACA standards are augmented by ICE policy and/or procedure. In cases where other standards conflict with DHS/ICE Policy or Standards, DHS/ICE Policy and Standards prevail. ICE inspectors or Government-contracted staff will conduct periodic and unscheduled inspections of the facilities to assure compliance of the aforementioned standards. In addition, the Contractor shall provide full and complete cooperation for any request or investigation conducted by the Government.

It is essential that the Contractor be fully prepared to accept responsibility for performing the requirements of the contract, thus ensuring the safety and security of the community. Therefore, ICE may perform required assessments to ensure contract compliance prior to issuance of the Notice to Proceed (NTP).

If ICE determines that the Contractor is capable of accepting detainees, the NTP will be issued by the Contracting Officer. The Contractor shall be prepared to begin performance for full operational capacity and accept detainees immediately upon issuance of the NTP.

Detainees are classified as High (Level 3), Medium High (Level 2), Medium Low (Level 1.5) or Low Risk (Level 1). The male population shall consist of all four levels. Upon discovery that a detainee may be a juvenile, the Contractor shall immediately notify the COR or ICE-designee and follow the instructions of the COR or ICE-designee.

Unless otherwise specified, all plans, policies, and procedures, including those identified in the ACA standards, shall be developed by the Contractor and submitted in writing to the COR for review and concurrence prior to issuance of the NTP. The Contractor's operational and/or corporate policies that do not impact ICE operations (i.e. policies on employee sick days, vacation days, etc.) do not have to be reviewed or approved by ICE. Once written concurrence has been granted by the COR, these plans, policies, and procedures shall not be modified without the prior written approval of the COR.

The Service Provider retains the right to refuse acceptance of any detainee if such refusal is supported by a valid justification and agreed to by the COR. Examples of such justification are: any detainee exhibiting violent or disruptive behavior, or any detainee found to have a medical condition that requires medical care beyond the scope of the Service Provider's health care provider. In the case of a detainee already in custody, the Service Provider shall notify ICE and request such removal of the detainee from the Facility. The Service Provider shall allow ICE reasonable time to make alternative arrangements for the detainee.

The Contractor agrees to accept and provide for the secure custody, care, and safekeeping of detainees in accordance with the State, and local laws, standards, policies, procedures, or court orders applicable to the operations of the facility. See **Section J, Attachment 11**.

B.2 Armed Transportation Services:

- a) The Contractor shall provide all such ground transportation services as may be required to transport detainees securely, in a timely manner, to locations as directed by the COR or designated ICE official, including the transportation of detainees to various appointments. There are routine routes that shall be accomplished as necessary and additional transportation requirements as requested by the COR or designated ICE official. When officers are not providing transportation services, the Contractor shall assign the employees to supplement security duties within the facility. However, the primary function of these officers is transportation. Duties utilizing these officers shall not incur any additional expenses to the Government.

The Contractor shall assign, at a minimum, two person teams of transportation officers whenever necessary throughout a 24 hour period 7 days a week including weekends and holidays.

- b) The Contractor shall furnish suitable vehicles in good condition, approved by the Government and in-line with the PBNDS requirements, to safely provide the required transportation services per facility as listed below. The Contractor shall comply with all federal and state laws with regard to inspections, licensing, and registration for all vehicles used for transportation. The Contractor shall provide parking spaces for the required vehicles at the facility. See **Section J, Attachment 8**.

Nothing in this contract shall restrict the Contractor from acquiring additional vehicles as deemed necessary by the Contractor at no cost to the Government. The Contractor shall not allow employees to use their privately-owned vehicles to transport detainees. The Contractor shall furnish vehicles equipped with interior security features in accordance with ICE PBNDS including physical separation of detainees from guards. The Contractor shall provide the interior security specification of the vehicles to ICE for review and approval prior to installation. Vehicles furnished by the Contractor shall be equipped with interior security features such as, but not limited to: door lock controls, window locks, a wire cage with acrylic panel between the driver seat and the rear passenger seats, and provide physical separation of detainees from Detention Officers.

The Contractor personnel provided for the above services shall be of the same qualifications, receive the same training, complete the same security clearances, and wear the same uniforms as those Contractor personnel provided in the other areas of this contract. Transportation officers shall have the required state licenses for commercial drivers with the proper endorsement limited to vehicles with Automatic Transmission and meet the federal and Ohio State Department of Licensing for Medical Certifications.

All transportation Detention Officers shall be armed in the performance of these duties. The Contractor shall supply and maintain restraining equipment, per the ICE PBNDS on Transportation. ICE personnel reserve the right to approve such restraining equipment, as well as the right to inspect such restraining equipment.

The Contractor shall comply with ICE transportation standards related to the number of hours the Contractor employee may operate a vehicle. Overnight lodging resulting from transportation services shall be approved in advance by the COR or designated ICE official. Transportation shall be accomplished in the most economical manner.

The Contractor shall, upon order of the COR, or upon his or her own decision in an urgent medical situation, transport a detainee to a hospital location. An officer, or officers, shall keep the detainee under constant supervision 24 hours per day until the detainee is ordered released from the hospital, or at the order of the COR. The Contractor shall then transport the detainee to the detention site.

The COR may direct the Contractor to transport detainees to unspecified, miscellaneous locations. As a part of the release process, upon the release of a detainee from the facility (e.g., release on bond, supervised release, or case termination), the Contractor, when requested by the COR or ICE-designated official, shall transport the released detainee to a local transportation area, such as a bus station or taxi stand.

When the COR or ICE-designated official provides documents to the Contractor concerning the detainee(s) to be transported and/or escorted, the Contractor shall deliver these documents only to the named authorized recipients or his or her designee. The Contractor shall ensure the material is kept confidential and not viewed by any person other than the authorized recipient.

The Contractor shall establish a fully operational communication system compatible with ICE communication equipment that has direct and immediate contact with all transportation vehicles and post assignments. Upon demand, the COR shall be provided with current status of all vehicles and post assignment employees.

Failure of the Contractor to comply fully with the detainee(s) departure as pre-scheduled may result in the Contractor having deductions made for non-performance.

ICE anticipates normal transportation requirements other than hospital visits and local needs. In addition to unspecified or miscellaneous locations, the contract facility must support transportation to and from locations as noted below, and other similar routes as directed by the COR:

- NEOCC to/from:
 - Youngstown Airport 10.5 miles
- NEOCC to/from:
 - Geauga County Jail 46.4 miles
 - Morrow County Jail 137 miles
 - Seneca County Jail 154 miles
 - Monroe County Jail 190 miles
- NEOCC to/from:
 - Cleveland Federal Building (EOIR and ERO sub office) 76 miles
 - Columbus Sub Office 173 miles

All transportation reports must be submitted to the COR within 2 business days of trip completion.

B.3 On-Call Guard Services:

- a) The Contractor shall provide on call guard services as requested by the COR or ICE-designated official and shall include, but is not limited to, escorting and guarding detainees to medical or doctor's appointments; hearings; ICE interviews; and any other remote location requested by the COR or designated ICE official. Qualified guard personnel employed by the Contractor under its policies, procedures, and practices will perform such services. The Contractor agrees to augment such practices as may be requested by ICE to enhance specific requirements for security, detainee monitoring, visitation, and contraband control. Upon the order of the COR or designated ICE official or in an emergency, the contractor shall provide an officer to safeguard the detainee (s) at a medical facility while undergoing medical examination or treatment as either inpatient or outpatient care. Such assignments may include but are not restricted to medical appointments of detainees. The detainee shall be kept under constant supervision. Public contact is prohibited unless authorized in advance by the COR.
- b) The numbers and frequency of these services shall vary, but to the extent possible, the COR or ICE-designated official shall notify the contractor 4 hours in advance of such need and of a schedule of remote post to be manned. One guard shall be authorized for such post unless the COR specifies additional guards are required.
- c) The following notes are applicable to the above posts:
 - (1) All on call posts require at least one guard that is of the same sex as the detainee.
 - (2) Additional officers for each post assignment may be required at the direction of the COR when operationally necessary.
 - (3) All necessary meals shall be provided by the contractor when the detainees(s) are in the custody of the contractor.
 - (4) COR shall guarantee a minimum of two (2) hours for each on call post directed.
 - (5) The contractor remains responsible for providing security and preventing escapes.

The itemized monthly invoice for such on call guard services shall state the number of hours being billed, the duration of the billing (times and dates to include travel to and from location being guarded) and the names and "A" numbers of the detainees who were guarded. Such services shall be denoted as a separate item on submitted invoices. ICE agrees to reimburse the Contractor for actual on call guard services provided at the negotiated rate.

B.4 Provide ICE Administrative Space – Office Space Services:

ICE Staffing and Support Space – The Contractor is required to provide ICE Office and Support Space at or immediately adjacent to the Contractor provided detention facility. .

All office, administrative, support and multiple use space shall be complete with appropriate electrical, communication, and phone connections.

a) Administrative office and support space for ICE enforcement staff of approximately 10 employees, including:

- 1 – AFOD (1 office outside housing facility)
- 1 – SDDO (1 office inside housing facility, shared with ERA)
- 7 – DO (4 offices inside housing facility, including the office previously occupied/used by ICE)
- 1 – ERA (1 office inside housing facility, shared with SDDO)

b) Additional administrative areas for ICE enforcement staff:

- Break room with kitchenette
- Storage/Secure File Room
- Interview Room
- Conference Room
- Secure File Room
- VTC Room
- Copier/Fax/Printer/Shredder Area
- Male Restroom
- Female Restroom

All furniture and case goods shall be furnished by the Contractor.

The ICE Administrative space shall be climate controlled, with an HVAC thermostat located outside a private office (within open space) controlling no more than 2,000 square feet. The ICE Administrative space shall be separate from, but accessible to, detainee housing units and the centralized visiting area. The ICE Administrative space shall also be secure and inaccessible to Contractor staff, except when specific permission is granted by on-site ICE staff. The Contractor shall be responsible for all maintenance, security, and janitorial costs associated with the ICE Administrative space. All janitorial and maintenance within the ICE administrative and support space is the responsibility of the contractor. All ICE administrative and support space shall be cleaned daily (between the hours of 8 a.m. and 4 p.m.) by Government cleared contractor janitorial staff. Contractor is responsible for coordinating clearance activities for their janitorial staff with the Government and for costs associated with clearance.

Additional Requirements for ICE Administrative Office and Support Space

a) **Furniture**

All furniture and case goods shall be furnished by the Contractor. Any systems furniture shall be electrically hardwired to the building electrical support by the contractor, and have bottom raceways for data and telecommunications. The systems furniture must have knockouts within the bottoms raceways as well as numerous grommets within the work surface. The system furniture must have overhead storage (with locking flipper doors) and lighting capacity under the overhead storage.

b) ICE IT Equipment

ICE will provide and install IT equipment in office spaces for ICE personnel only, to include CPUs, screens, printers, and fax machines. Existing printers will be utilized by ICE, with supplies provided by ICE. Contractor is responsible for maintenance and/or replacement of printers in the event of failure.

c) Communication and VTC Equipment

Existing communications equipment (phone handsets/VTC) and services shall be utilized by ICE. The Contractor is responsible for providing and maintaining communication equipment in the event of failure. Contractor is responsible for providing phone/fax services through their local provider and responsible for the costs for such services. ICE requires 10 phone numbers/lines/extensions and 2 separate fax numbers/lines/extensions.

B.5 Parking Spaces at the Contract Detention Facility:

The Contractor shall provide hard surface (concrete) parking for all ICE employees and CDF Visitors at no additional cost. The Contractor must provide ICE Employee parking in a secure surface (concrete) striped parking lot. The ICE employee parking shall be well lit and shall drain well. The ICE employee parking shall be striped and have reserved spaces painted as directed by the COR or designated ICE official. The ICE employee parking shall have an automated entrance and exit gate, operated by the contractor provided building access badge system.

The Contractor shall provide an on-site hard surface (concrete) parking lot for the CDF visitors. Street parking for the CDF visitors is not acceptable.

The Contractor shall provide at least 12 secured, surface parking spaces on-site at the facility exclusively for Government and ICE visitors use as follows:

- 10 – ICE employees
- 1 – ICE visitors (attorneys)
- 1 – CDF visitors

C. General

The Contractor shall abide by all laws, rules, and regulations applicable to operations and the business entity. All services must comply with the Statement of Work (SOW) and all applicable federal, state, and local laws and standards. Should a conflict exist between any of these standards, the most stringent shall apply. If the Contractor is unable to determine which standard is more stringent, the Contracting Officer (CO) shall determine the appropriate standard.

The COR does not have the authority to modify the stated terms of the contract, or approve any action that would result in additional charges to the Government. The CO will make all modifications in writing.

The Government reserves its rights to conduct announced and unannounced inspections of any part of the facility at any time and by any method to assess contract performance.

The Contractor shall maintain continual compliance with applicable ACA standards and supplements during the performance of the contract, unless otherwise specified by the CO. The Contractor shall maintain this accreditation throughout the life of the contract, inclusive of any option periods exercised.

This SOW contains numerous references which direct the Contractor to notify, contact, or provide the CO with information or data. Post-award, the CO may formally designate other Government individuals to assume those responsibilities.

The Contractor is responsible for a Quality Control Plan (QCP), which ensures all requirements of this SOW are achieved. The specific requirements for the QCP are further detailed within this SOW.

All records related to contract performance shall be retained in a retrievable format for three years. Except as otherwise expressly provided in this SOW, the Contractor shall, upon completion or termination of the resulting contract, transmit to the Government any records related to performance of the contract, in a format acceptable to the CO and COR.

The Contractor shall comply with all statutes, regulations, and guidelines from the National Archives and Records Administration. Records and information management functions are required and mandated by the following laws and regulations: Chapters 21, 29, 31, and 33 of Title 44, United States Code; 36 CFR 12; 41 CFR 201 subchapters A and B; OMB Circular A-130; and DOJ Order 2710.8A, *Removal and Maintenance of Documents*. Criminal penalties for unlawfully destroying, damaging, removing, or improperly handling or releasing federal records are addressed in Chapters 37 and 101 of Title 18, United States Code.

The Contractor shall protect, defend, indemnify, save, and hold harmless the United States Government and its employees or agents, from and against any and all claims, demands, expenses, causes of action, judgments and liability arising out of, or in connection with, any negligent acts or omissions of the Contractor, its agents, sub-contractors, employees, assignees, or anyone for whom the Contractor may be responsible. The Contractor shall also be liable for any and all costs, expenses and attorney's fees incurred as a result of any such claim, demand, cause of action, judgment or liability, including those costs, expenses, and attorneys' fees incurred by the United States Government and its employees or agents. The Contractor's liability shall not be limited by any provision or limits of insurance set forth in the resulting contract.

In awarding the contract, the Government does not assume any liability to third parties, nor will the Government reimburse the Contractor for its liabilities to third parties, with respect to loss due to death, bodily injury, or damage to property resulting in any way from the performance of the contract or any subcontract under this contract.

The Contractor shall be responsible for all litigation, including the cost of litigation, brought against it, its employees or agents for alleged acts or omissions. The CO shall be notified in writing of all litigation pertaining to this contract and provided copies of any pleadings filed or said litigation within five working days of receipt. The Contractor shall cooperate with Government legal staff and/or the United States Attorney regarding any requests pertaining to federal or Contractor litigation.

Policy and procedures shall be developed which ensure a positive relationship is maintained with all levels of the federal judiciary. The Contractor's procedures shall ensure a tracking system is established which mandates that all judicial inquiries and program recommendations are responded

to in a timely and accurate manner. All judicial inquiries and Contractor responses, specifically related to a detainee, shall be made part of the detainee's file.

The Contractor shall provide necessary translators or bilingual personnel for necessary communication with detainees who do not speak or comprehend the English language. Other than emergency situations, detainees shall not be used for translation services. The contractor may utilize commercial telephone language interpretive services to fulfill this requirement.

The Contractor shall notify the COR when a member of the United States Congress or any media outlet requests information or makes a request to visit the facility, per the ICE PBNDS on News Media Interviews and Tours. The Contractor shall coordinate all public information related issues with the CO. All press statements and releases shall be cleared, in advance, with the ICE Office of Public Affairs, which can be reached through the Internet website:

<http://www.ice.gov/about/news/contact.htm>.

The Contractor shall ensure employees agree to use appropriate disclaimers clearly stating the employees' opinions do not necessarily reflect the position of the United States Government in any public presentations they make or articles they write that relate to any aspect of contract performance or the facility operations.

D. Quality Control

The Contractor is responsible for management and quality control actions necessary to meet the quality standards set forth in the contract. The Contractor shall provide a Quality Control Plan (QCP) to the CO for concurrence not later than the post award conference (or as directed by the CO). The CO will notify the Contractor of concurrence or required modifications to the plan before the contract start date. The Contractor must make appropriate modifications and obtain concurrence of the plan by the CO before the contract start date. A Notice to Proceed will be issued upon CO concurrence of the QCP, so long as it does not violate any applicable FAR regulation.

The Contractor shall provide an overall Quality Control Plan (QCP) that addresses critical operational performance standards for the services required under this contract. The QCP shall ensure that services will be maintained at a uniform and acceptable level. At a minimum, the Contractor shall review and update the QCP policies and procedures on an annual basis. The Contractor shall audit facility operations monthly for compliance with the QCP. The Contractor shall notify the Government 48 hours in advance of the audit to ensure the COR is available to participate. The Contractor's QCP shall identify deficiencies, appropriate corrective action(s), and timely implementation plan(s) to the COR.

If the Contractor proposes changes in the QCP after contract award, the Contractor shall submit them to the COR for review. If the COR concurs with the changes, the COR shall submit the changes to the CO. The CO may modify the contract to include these changes.

E. Quality Assurance Surveillance Plan (QASP)

ICE has developed a Quality Assurance Surveillance Plan (QASP), incorporated in Section J, Attachment 2, pursuant to the requirements of the SOW. It will present the financial values and mechanisms for applying adjustments to the Contractor's invoices as dictated by work performance measured to the desired level of accomplishment.

1. The purpose of the QASP is to:
 - a) Define the roles and responsibilities of participating Government officials.
 - b) Define the types of work to be performed.
 - c) Describe the evaluation methods that will be employed by the Government in assessing the Contractor's performance.
 - d) Describe the process of performance documentation.
2. Roles and Responsibilities of Participating Government Officials
 - a) The COR(s) will be responsible for monitoring, assessing, recording, and reporting on the technical performance of the Contractor on a day-to-day basis. The COR(s) will have primary responsibility for completing "Quality Assurance Surveillance Forms" to document their inspection and evaluation of the Contractor's work performance.
 - b) The Contracting Officer (CO) or designee has overall responsibility for evaluating the Contractor's performance in areas of contract compliance, contract administration, and cost and property control. The CO shall review the COR's evaluation of the Contractor's performance and invoices. If applicable, deductions will be assessed in accordance with the evaluation of the Contractor's performance, e.g., monetary adjustments for inadequate performance.

F. Contractor's Failure to Perform Required Services

The rights of the Government and remedies described in this section are in addition to all other rights and remedies set forth in the contract. Specifically, the Government reserves its rights under the Inspection of Services and Termination clauses. Any reductions in the Contractor's invoice shall reflect the contract's reduced value resulting from the Contractor's failure to perform required services. The Contractor shall not be relieved of full performance of the services hereunder and may be terminated for default based upon inadequate performance of services, even if a reduction was previously taken for any inadequate performance.

G. Inspection by Regulatory Agencies

Work described in the contract is subject to inspection by other Government agencies. The Contractor shall participate in responding to all requests for information and inspection or review findings by regulatory agencies.

H. Performance Evaluation Meetings

The Contractor's representatives shall meet with the COR(s) on a monthly basis or as deemed necessary by either party. These meetings will provide a management level review and assessment of Contractor performance, and a discussion and resolution of problems.

I. Contractor's Employee Rules

The Contractor shall provide employee rules or policies, which, at a minimum, addresses the following:

1. Organization

2. Recruiting procedures
3. Opportunities for Equal Employment
4. Qualifying for jobs, job descriptions, responsibilities, salaries, and fringe benefits
5. Screening employees for illegal drug use
6. Holidays, leave, and work hours
7. Personnel records, employee evaluations, promotion, and retirement
8. Training
9. Standards of conduct, disciplinary procedures, and grievance procedures
10. Resignation and termination
11. Employee-management relations
12. Security, safety, health, welfare, and injury incidents

The Contractor shall provide a copy of the rules or policies to the Contractor's employees at the facility. Upon request by the COR, the Contractor shall document to the Government that all employees have reviewed a copy of the rules or policies.

J. ICE Operations Manual

The Contractor shall maintain Appendix 26-1, Detention Operations Manual (commonly known as National Detention Standards) of the Detention and Enforcement Operations Policy and Procedure Manual (DEOPPM) that contains ICE written policy, plans, and procedures. The Contractor shall make the manual available to all employees. Every employee shall certify in writing that he or she has read, fully understands, and agrees to comply with the procedures outlined in the manual. The Contractor shall maintain these certifications and furnish them to the COR if requested.

K. Facility Staffing Plan and Key Personnel

The Contractor shall provide a staffing plan that addresses at a minimum the staffing requirements and key personnel to be employed in connection with this contract as outlined in the SOW. The Contractor shall staff the post positions in accordance with the Contractor-submitted and Government-acknowledged Contractor Staffing Plan to include relief factors and the agreed upon detainee ramp schedule. The number, type and distribution of staff as described in the contract-staffing plan shall be maintained throughout the term of the contract. Written requests to change the number, type, and/or distribution of staff described in the staffing plan must be submitted to the CO, through the COR, for approval prior to implementation. Staffing levels shall not fall below a monthly average of 95% of the total ICE-approved staffing plan. The approved staffing levels for detention/correctional officers shall not fall below a monthly average of 95%. Each month, the Contractor shall submit to the COR the current average monthly vacancy rate, and indicate any individual positions that have been vacant more than 120 days. Failure to fill any individual position within 120 days of the vacancy may result in a deduction by the CO from the monthly invoice if the vacancy in combination with other vacancies regardless of duration brings staffing levels below 95%. The deduction shall be based on the daily salary and benefits of the vacant position. ICE may calculate the deduction retroactive to day one of the vacancy, excluding the days for ICE's conditional approval process, starting on the day of receipt and concluding on the day

conditional approval is granted. No deduction shall apply during any period the Contractor documents that a vacant position was covered through the use of overtime, contract staff or otherwise. Each month, the Contractor shall submit to the COR any Key Personnel that will be absent from the facility for over five working days. If the Key Personnel will be absent for over five working days and the contractor will not provide an “acting” position to backfill that Key Personnel position during the absence, the CO has the right to make a deduction based on the daily salary and benefits of the absent Key Personnel position.

1. Minimum Staffing Requirements

Exclusive of the agreed upon ramp periods, the Contractor shall fully staff the facility to secure, control, and supervise detainees in custody regardless of the detainee population. The Contractor shall ensure daily Detention Officer Assignment rosters, by shift, for the duration of the contract. The assignment rosters shall indicate the number of staff, job titles, names, hours, and days of work for each post. The daily roster shall be posted 24 hours in advance. Shift rosters must be provided to the COR on a daily basis.

2. Supervisory Staffing

The Contractor is responsible for the satisfactory supervision of its employees at all times. Satisfactory supervision includes verifying attendance at all posts and positions, and upholding the work requirements of all personnel assigned under the contract. The Contractor shall provide the COR with the names of Supervisory Detention Officers designated by the Contractor before commencement of services.

In the absence of the approved Warden, another qualified person who meets the Warden position and security clearance requirements shall temporarily fill that position. This individual shall perform only job duties of the Warden in providing oversight and direction to contract Detention Officers and interfacing with ICE CORs and/or designated ICE Officers and the Contracting Officer on all contract-related matters.

3. Key Personnel

The Contracting Officer shall provide written approval before any employee is assigned as a key personnel to perform duties under this contract. The Contractor shall have key personnel employed and available for duty before the Contractor can begin contract performance. Any subsequent changes to key personnel must meet these criteria and be approved in writing by the Contracting Officer. The following are considered key personnel for the contract. The Contractor may use other titles.

- a) **Warden/Facility Director.** The Warden/Facility Director shall hold an accredited bachelor’s degree in an appropriate discipline, or significant military or corrections experience of a minimum 15 years, and have at least five years of related administrative experience, and have knowledge of program objectives, policies, procedures, and requirements for managing a secure detention/correctional facility. The degree requirement may be satisfied by completion of a career development program that includes work-related experience, training, or college credits at a level of achievement equivalent to the bachelor’s degree, as practiced in the federal hiring process. The official holding this position, even in an acting capacity, shall meet ACA requirements.

- b) **Assistant Warden/Assistant Facility Director.** The Assistant Warden/Facility Director shall hold an accredited bachelor's degree in an appropriate discipline, or have a minimum of three years of related industry experience, and have knowledge of program objectives, policies, procedures, and requirements for managing a secure detention/correctional facility. The official holding this position, even in an acting capacity, shall meet ACA requirements.
- c) **Supervisory Detention Officers.** Supervisors must be trustworthy and must have a minimum of one year of experience as a detention officer and two years of successful experience in field supervision (e.g., civilian community law enforcement, commercial or industrial guard service, or security service supervisory positions). The two-year requirement may be satisfied by completion of a career development program that includes work-related experience, training, or college credits at a level of achievement equivalent to the basic requirement, as practiced in the federal hiring process.
- d) **Training Officers.** Certified instructors shall conduct all instruction and testing of Contractor personnel. A state or national level recognized institution certification of instructors is mandatory unless otherwise approved in writing by the COR. Certification of instructors may be established by documentation of past experience in teaching positions or by successful completion of a course of training for qualifying personnel as instructors. The COR must approve the instructor prior to any training.
- e) **Quality Assurance Manager.** The Quality Assurance Manager shall hold an accredited bachelor's degree in an appropriate discipline, or have a minimum of three years of related industry experience, and have knowledge of program objectives, policies, procedures, and requirements for managing a secure detention/correctional facility.
- f) **Corporate Security Officer.** The Corporate Security Officer shall hold an accredited bachelor's degree in an appropriate discipline, or have a minimum of three years of related industry experience, and have knowledge of program objectives, policies, procedures, and requirements for securing a detention/correctional facility. The individual will interface with the OPR-PSU through the COR on all security matters, to include physical, personnel, and protection of all Government information and data accessed by the Contractor and the position will be located at the facility.

To establish and maintain a congenial line of communication with the Contractor, the Contractor's Warden/Facility Director and the COR shall work together as a team to ensure that required work is accomplished in an efficient and proper manner. There should be no hesitation to call special meetings to discuss and resolve serious problems.

4. **Organizational Chart**

The Contractor shall provide an organizational chart that describes the structure of authority, responsibility, and accountability within the facilities. The Contractor shall update this chart as necessary. The Contractor shall make the chart available for review by the CO or COR upon request.

L. Employee Standards

All employees shall meet the highest standards of professionalism and personal integrity. Standards of professionalism include competency, training, appearance, and behavior. The Contractor shall perform pre-employment suitability checks for all employees and prospective employees. The Contractor shall take disciplinary action against employees who disregard those standards.

M. Training Program

The Contractor shall have an established training program for all employees, which incorporates the training requirements set forth in the ACA Standards and Subsection V of the SOW. The training plan shall include proficiency testing (if required), instructor(s) and instructor qualifications, course descriptions, and detailed lesson plans that include subject matter and methods of presentation, course objectives, student evaluation procedures, and the location and duration of training. A copy of the training plan shall be provided to the COR.

N. Housing, Health and Medical Care, Transportation, and Stationary Guards

The Contractor shall provide detention services, to include detainee welfare, transportation, and record keeping services for ICE, in support of the detention and removal process, per ICE PBNDS.

1. Detention Site Standards

The Contractor shall ensure that detention sites conform to ACA and DHS Standards. A fire and emergency plan shall exist and shall be aggressively managed. The Contractor shall ensure facilities conformance to the following:

- a) Be clean and vermin/pest free.
- b) Have a suitable waste disposal program.
- c) The Contractor shall provide and distribute suitable linens (sheets, pillow cases, towels, etc.). The Contractor shall launder and change linens per ICE PBNDS.
- d) The Contractor shall provide and distribute appropriate clean blankets.
- e) The Contractor shall ensure fire and emergency exits remain unimpeded to permit prompt evacuation of detainees and staff members in an emergency.
- f) The Contractor shall provide and distribute articles of personal hygiene (e.g., soap, personal deodorant, toothbrush, toothpaste, comb, toilet paper, and shaving equipment).

For safety, security, and sanitation purposes, an inspection of the detainee housing areas shall be conducted by a supervisor at a minimum of once per shift. The inspection shall be logged into the security logbook and be available for review by the COR or ICE designee.

All locks, windows, walls, floors, ventilators, covers, access panels, and doors shall be checked daily for operational wear and detainee tampering. The Contractor shall take immediate action to repair all defective equipment.

The facility shall be subject to periodic and random inspections by the COR, ICE designee, or other officials to insure compliance with ICE Standards. Deficiencies shall be immediately rectified or a plan for correction submitted by the Contractor to the COR for approval.

2. Health and Medical Care

The Contractor shall comply with written policies and procedures for appropriately addressing the health needs of detainees in ICE custody. Written policies and procedures shall include, but not be limited to, the following:

- a) Policies and procedures for accessing 24-hour emergency medical care for ICE detainees.
- b) Policies and procedures for prompt summoning of emergency medical personnel.
- c) Policies and procedures for evacuation of detainees, if deemed necessary by qualified medical personnel.
- d) Policies, procedures, and post procedures for duty officers to ensure that medical emergencies are recognized and promptly attended to.
- e) The Contractor shall notify the COR and/or ICE designee of all detainee requests for the need of medical treatment. These requests shall be addressed with urgency.

3. Medical Services

- A. The Service Provider shall be responsible for providing health care services for ICE detainees at the Facility in accordance with the 2011 PBNDS, NCHC and/or ACA Standards that are in place at the time of this agreement, including but not limited to; intake arrival screening, infectious disease screening and treatment, emergent, acute and chronic care, on-site sick call, dental services, mental health services, and vaccinations. Also required is over-the-counter and prescription medications per the current ICE Health Service Corps (IHSC) Formulary FY 2016 (Attachment 1) and IHSC form 067 for approval of non-formulary medications (Attachment 2) or equivalent. Required vaccinations per the CDC recommendations need to be assessed and provided, at a minimum to address the population that are the highest risk (i.e. Diabetics, HIV, Cancer, Seizure, Heart Disease, Asthma, Cancer and over the age of 50, pregnant females and other special populations) or to address pandemic events guidance which will be provided by the FMC. At a minimum on-site routine labs and CLIA waived testing will be a requirement of the Service Provider. Off-site labs must be approved through the Medical Payment Authorization Request (MedPAR) system and will be paid for by IHSC. All routine medical supplies will be provided at no additional cost to the government or the ICE detainee. All of the above costs except off site specialty care, emergent care, hospitalizations and approved formulary and non-formulary retail purchases of medications and durable medical equipment will be included in the bed day rate for this contract.

The exception would be any approved prescription medications that must be filled at a retail pharmacy location, to include: approved non-formulary meds, or any approved newly marketed med not currently available at the on-site pharmacy, as well as durable medical equipment identified as necessary by a medical provider. The mechanism for approval of retail purchases of medications is required of the clinical medical authority designated through the position description submitted by the vendor, and durable medical equipment will be made available through the MedPAR system with assistance of the IHSC Field Medical Coordinator (FMC) or designee as needed.

- B. In the event of a medical emergency, the Service Provider shall proceed immediately to provide necessary emergency medical treatment, including initial on-site stabilization and off-site transport to an appropriate emergent care facility, as needed. The Service Provider shall notify ICE immediately regarding the nature of the transferred detainee's illness or injury and the type of treatment provided. The cost of all emergency medical services provided off-site will be the responsibility of ICE Health Service Corps (IHSC). At no time shall the Service Provider or detainee incur any financial liability related to such services. All such services are submitted for approval through the MedPAR system. The primary point of contact for obtaining pre-approval for non-emergent care as well as the post-approval for emergent care will be the IHSC FMC assigned to this location.
- C. The Service Provider shall furnish a twenty-four (24) hours/seven days per week emergency medical/dental/mental health care contact list which must include local hospitals and other off-site specialty care providers. The Service Provider shall ensure they have access to an off-site emergency medical provider at all times.
- D. The Service Provider must make available a facility emergency evacuation procedure guide that includes any patients currently housed in a medical/mental health housing area including any isolation rooms as well as other special housing areas within the facility. The service provider must provide training on all emergency plans to the on-site medical staff; both initially and annually after hire.
- E. A separate medical record, apart from the resident's social record/or alien file is to be maintained by the authorized medical vendor. Medical Records will be created and maintained by the responsible authorized medical vendor and/or the ICE Contracted vendor. IHSC will have full and open access to all detainee medical records during custody and up through the record retention timeframe. These documents will be maintained and stored per the following:

ICE Health Service Corps uses the following retention requirement to maintain detainee health records for 10 years after release from custody for adults and records of minors until the minor reaches the age of 27 years. Records should be maintained in an easily retrieval format and in a location that is secure, pest and vermin free environment, protected from fire, flood, humidity, dust, mildew, mold, preferably climate controlled.

A copy of a detainee's medical records shall be transferred with the detainee upon request of the detainee. Otherwise a medical transfer summary shall accompany each detainee outlining necessary care during transit that includes current medications, medical precautions, tuberculosis testing and evaluation status, equipment needed, and appropriately authorized methods of travel. It is preferred that the service provider shall seek to provide an Office of the National Coordinator (ONC) certified electronic health record for recording all detainee encounters. If a paper record is used then the record format must adhere to the NCCHC and/or other National Health Record format.

- F. The Service Provider shall furnish on-site health care under this Agreement as defined by the Facility Local Health Authority (usually the Health Administrator) and as approved by the ICE Health Authority on the effective date of this Agreement. The Service Provider

shall not charge any ICE detainee a fee or co-payment for medical services or treatment provided at the Facility. The Service Provider shall ensure that ICE detainees receive no lower level of onsite medical care and services than those spelled out in 2011 PBNDS and based on community standards of care.

- G. The Service Provider shall ensure that all health care providers utilized for ICE detainees are credentialed, to include: Primary source verification, current licensure, certifications, and/or registrations within the State and/or City where they treat the detained population, and inquiry regarding sanctions or disciplinary actions (i.e. National Practitioner Data Bank). The Service Provider shall retain, at a minimum, staffing levels as approved by IHSC at the time of implementation of this contract (Attachment 3 – see IHSC for individual staffing matrix by facility). The Service Provider shall ensure that all health care staff employed under this agreement to provide care to ICE Detainees shall be licensed and/or certified as required by the State in which the designated facility covered under this agreement resides. At no time will unlicensed and/or uncertified health care staff provide care to ICE Detainees.
- H. The Service Provider shall ensure that onsite medical and health care coverage is available for all ICE detainees at the Facility twenty-four (24) hours per day, seven (7) days per week, including an on-call physician, dentist, and mental health professionals, and that, per PBNDS 2011 Emergency Care is available 24 hours per day. The Service Provider shall ensure that its healthcare system /employees solicit from each detainee requests for healthcare (sick call) daily and that this is tracked through a written system of accountability and within the health record with care delivered per the 2011 PBNDS, NCCHC and/or ACA Standards.
- I. On-site health care personnel shall perform **initial medical screening** within (12) hours of arrival to the Facility. Arrival screening shall include, at a minimum, all questions captured on the IHSC intake screening form 795-A (Attachment 4) or equivalent: required testing for TB infection and/or disease, and recording the history of past and present illnesses (mental and physical, dental, pregnancy status, history of substance abuse, screening questions for other infectious disease, and current health status). Initial screening will also contain height, weight, and a complete set of vital signs (BP, P, R, and T). Blood sugar and O2 readings may be necessary dependent upon specified diagnosis or current medical concern exhibited or verbalized by the detainee.

A full health assessment to include a history and hands on physical examination shall be completed within the first 14 days of an adult detainee arrival unless the clinical situation dictates an earlier evaluation. Detainees with chronic medical, dental, and/or mental health conditions shall receive prescribed treatment and follow-up care with the appropriate level of provider and in accordance with the 2011 PBNDS, NCCHC, and ACA Standards.

- J. The Service Provider must provide detainees with access to medical services, preferably on-site, or with minimal wait times for community providers. Services provided shall include sick call coverage, provision of over-the-counter and prescription medications, treatment of minor injuries, treatment of special needs, mental health and dental health

assessments. All travel medications must be provided per the PBNDS 2011 requirement. The facility mental health program shall include appropriate group counseling, individual talk therapy, peer-support groups, and psychiatric services to meet the needs of the population.

- K. Medical and relevant security staff shall receive training on Trauma Informed Care as directed by this agreement (Attachment 5)
- L. The Service Provider shall furnish mental health evaluations as determined by the Facility Local Health Authority and in accordance with 2011 PBNDS, NCCHC and/or ACA Standards.
- M. If the Service Provider determines that an ICE detainee has a medical condition which renders that person unacceptable for detention under this Agreement (for example, condition needing life support, uncontrollable violence, or serious mental health condition), the Service Provider shall notify their FMC and ICE. Upon such notification, the Service Provider shall allow ICE reasonable time to make the proper arrangements for further disposition of that detainee.
- N. The Service Provider shall release any and all medical information for ICE detainees to the IHSC representatives upon request.
- O. The Service Provider shall submit a Medical Payment Authorization (MedPAR) to IHSC for payment for off-site medical care (e.g. off-site lab testing, eyeglasses, prosthetics, specialty care, hospitalizations, emergency visits). The Service Provider shall enter payment authorization requests electronically as outlined in the MedPAR User Guide: <https://medpar.ehr-icehealth.org/>.
- P. The Health Authority of the Service Provider shall notify the ICE contact and the FMC as soon as possible if emergency care was obtained off site; and in no case more than seventy-two (72) hours after detainee is in receipt of such care. Authorized payment for all off-site medical services for the initial emergency need and for medical and/or mental health care required beyond the initial emergency situation will be made by the Veterans Administration Franchise Service Center (VA FSC) on behalf of IHSC directly to the medical provider(s).

IHSC VA Financial Services Center
PO Box 149345
Austin, TX 78714-9345
Phone: (800) 479-0523
Fax: (512) 460-5538

- Q. The Service Provider shall allow IHSC any ICE personnel access to its facility and medical records of ICE detainees for the purpose of healthcare review, complaint investigations, and liaison activities with the local IGSA Health Authority and associated Service Provider departments in accordance with HIPAA privacy exception at 45 C.F.R. § 164.512 (k)(5)(i).

- R. The Service Provider shall provide ICE detainee medical records to ICE whether created by the Service Provider or its sub-Service Provider/vendor upon request from the Contracting Officer's Representative or Contracting Officer in accordance with HIPAA privacy exception at 45 C.F.R. §§ 164.512 (k)(5)(i), which allows disclosure without consent to a correctional institution or a law enforcement official having lawful custody of an inmate or other individual if the correctional institution or such law enforcement official represents that such protected health information is necessary for:
- a. The provision of health care to such individuals;
 - b. The health and safety of such individual or other inmates;
 - c. The health and safety of the officers or employees of or others at the correctional institution;
 - d. The health and safety of such individuals and officers or other persons responsible for the transporting of inmates or their transfer from one institution, facility, or setting to another;
 - e. Law enforcement on the premises of the correctional institution;
 - f. The administration and maintenance of the safety, security, and good order of the correctional institution; and
 - g. Conducting a quality improvement / quality of care review consistent with an established quality improvement (medical quality management) program and interfacing with the IHSC quality improvement program consistent with federal, state, and local laws.
- S. The VA Financial Services Center provides prescription drug reimbursement for individuals in the custody of ICE. Prescriptions are filled at local pharmacies which are part of the Script Care Network (or other designated Pharmacy Benefits Manager). Below is the process for obtaining prescriptions for ICE detainees:
- a. The Service Provider shall request a group number which should be used at the pharmacy in conjunction with the BIN# 004410 and Processor Control # assigned by Script Care Network to designate this is an ICE detainee. The custodial facility should either fax or take a copy of the prescription to their participating pharmacy and indicate that this is an ICE detainee.
 - b. The pharmacy shall run the prescription through the Script Care network for processing.
 - c. Formulary prescriptions will be dispensed; however, there will be no need for an exchange of cash between the pharmacy and custodial facility as the pharmacy will receive payment directly from Script Care.
 - d. Non-Formulary prescriptions will follow the same procedure as formulary prescriptions; however, non-formulary medications will require prior authorization. The custodial facility will fax the Drug Prior Authorization Request Form to Script Care to 409-833-7435. The authorization will be loaded into the Script Care network and the pharmacy will receive a call indicating that the prescription has been approved. Non-Formulary urgent requests must be submitted in the above manner except an X should be placed on the form marked for URGENT REQUEST and faxed to 409-923-7391.

The authorization shall be loaded into the Script Care network and the pharmacy shall receive a call indicating the prescription has been approved.

For further information regarding the Script Care Network please contact the VA Financial Services Center at 800-479-0523 or Script Care directly at 800-880-9988.

T. Facility Requirements for Infectious Disease Screening

The Service Provider will ensure that there is adequate space and equipment to provide medical intake screening including a tuberculosis (TB) screening chest x-ray within the intake processing area.

U. Tuberculosis Screening

The Service Provider will perform TB screening, within 12 hours of detainee admission, as part of the routine intake screening, for early detection of any detainee suspected of having TB disease. TB screening will include, at a minimum, TB symptom screening and testing for TB infection and/or disease using any Food and Drug Administration (FDA) approved method. Detainees who have symptoms suggestive of TB disease will be immediately placed in an airborne infection isolation room and promptly evaluated for suspected TB disease. Detainees who are initially tested using a test for TB infection [TB skin test (TST) or interferon gamma release assay (IGRA)] and result with a TST interpretation or IGRA positive for TB infection and no symptoms suggestive of TB disease must be evaluated with a chest radiograph within 5 days after the TST is interpreted or IGRA result is received.

Detainees who are identified with confirmed or suspected active TB (e.g., symptoms suggestive of TB or chest radiograph suggestive of TB) will be placed in a functional airborne infection isolation room and managed in accordance with the PBNDS and all applicable CDC guidelines: <http://www.cdc.gov/tb/publications/guidelines/default.htm>. It is not necessary to house detainees separately from the general population unless there is clinical or radiographic evidence suggestive of TB disease. If chest x-rays are performed on-site, they will be performed by a trained and qualified health care provider and interpreted by a credentialed radiologist. There will be a non-punitive process in place for detainees who refuse the screening assessment for TB.

The Service Provider will notify IHSC and the local health department of all detainees with confirmed or suspected TB disease, including detainees with clinical or radiographic evidence suggestive of TB. Notification shall occur within one working day of identifying a detainee with confirmed or suspected TB disease. Notification to local health departments shall identify the detainee as being in ICE custody and shall include the ICE detainee number with other identifying information. For detainees with confirmed or suspected TB disease, the Service Provider will coordinate with IHSC and the local health department prior to release to facilitate release planning and referrals for continuity of care.

The service provider will evaluate detainees annually for symptoms, consistent with TB, within one year of the previously documented TB evaluation. For detainees initially screened with a TST or IGRA with a negative result, annual evaluation will include testing with the same method

as previously used. For detainees initially evaluated with a chest radiograph interpreted as not suggestive of TB disease, routine annual chest radiograph is not recommended.

V. Radiology Service Provider

If the service provider utilizes radiology for Tuberculosis screening, the requirement should be built into the established bed day rate for this IGSA. The cost of the equipment, maintenance of the equipment, training of staff, and arrangements for interpretation of the x-rays by credentialed radiologists, and transmission of data to and from the detention facility are provided by the Radiology Service Provider (RSP) and charged directly to the facility.

X. Language Access

The Service Provider is responsible for providing meaningful access to all programs and services (e.g. medical, intake, classification, sexual assault reporting) for individuals with limited English proficiency. This should be accomplished through professional interpretation and translation or qualified bilingual personnel for necessary communication with residents who do not speak or understand English. Oral interpretation should be provided for residents who are illiterate. Other than in emergencies, and even then only for that period of time before appropriate language services can be procured, residents shall not be used for interpretation or translation services. The Service Provider should utilize commercial phone language interpretive services to ensure fulfillment of this requirement. Telephones that can be used for this purpose must be available in each classroom. In addition, deaf detainees or residents shall have access to a TTY telephone.

Y. Employee Health

<https://www.osha.gov/law-regs.html>

<https://www.osha.gov/Publications/QandA/osha3160.html>

Employee health files for all service providers' employees must be maintained on-site. Health files are maintained in accordance with DHS and ICE Privacy Policies and the Privacy Act of 1974 and contain the following documents:

- a. Initial and annual TB infection screening results;
- b. Vaccination records including results, titers, and Immunization Declination Form(s);
- c. OSHA 301 Incident forms;
- d. Blood borne pathogen exposure documentation;
- e. Respirator medical clearance;
- f. Fit test results; and
- g. Other employee health documents.

The Service Provider may initiate employment of an individual who has initiated the required vaccines and the individual may be hired and begin performing work on the contract as long as they meet all subsequent booster dates until fully vaccinated.

All service providers' personnel must provide documentation regarding the following:

1. History of testing for tuberculosis (TB) within the last 12 months:

- a. Chest x-ray if employee has a history of latent TB infection (LTBI), treatment history for LTBI or TB disease, if applicable; and
- b. Additionally, on an annual basis and at own expense, contractor shall provide a current TST or IGRA test result if the employee previously tested negative for LTBI, evaluation for TB symptoms if the employee previously tested positive for LTBI, and follow up as appropriate in accordance with Centers for Disease Control and Prevention (CDC) guidelines.

2. Recommended Immunizations

Individuals employed by the service provider in a custody or detention environment are considered to be at significant risk for acquiring or transmitting Hepatitis B, measles, mumps, rubella, varicella and seasonal influenza. All of these diseases are vaccine-preventable. Therefore, the following vaccinations are highly recommended for the service provider's personnel. If staff decline or refuse any of these recommended vaccines, an Immunization Declination Form is preferred and the Contracting Officer Representative must be notified of the refusal. ICE reserves the right to refuse service employees that refuse vaccines.

- a. Hepatitis A;
- b. Hepatitis B;
- c. Varicella;
- d. Measles, Mumps, Rubella (MMR);
- e. Diphtheria, tetanus, a-cellular pertussis (DTAP); and
- f. Annual seasonal influenza.

The Service Provider's personnel will provide immunization documentation or titer results to the Health Services Administrator or the employer's designee for placement in the employee health file. It is recommended that the CDC's Immunization of Health-Care Workers: Recommendations of the Advisory Committee on Immunization Practices (ACIP) and the Hospital Infection Control Practices Advisory Committee (HICPAC) be used as a reference for employee health immunization issues.

3. Hepatitis B

The Occupational Safety and Health Administration (OSHA) Blood-borne Pathogens (BBP) Standard requires employers to provide employees at risk of occupational exposure to blood and other potentially infectious material (OPIM) with the Hepatitis B vaccination series. Health staff must do one of the following:

- a. Complete the Hepatitis B vaccination series; and provide documentation of the vaccination series or titer results that confirm immunity to HBV; or
- b. Refuse the vaccination series for medical reasons and complete the Immunization Declination Form. The form used must meet the Occupational Safety & Health Administration language requirements which can be found at the following link:

<https://www.osha.gov/SLTC/etools/hospital/hazards/bbp/declination.html>

AA. Standards of Medical Care

The Service Provider is responsible for providing resources for evidence based standards of medical care which can be used as a guide for treatment of all diagnosed healthcare concerns. The provider shall establish and make available to the government the vendor's proposed evidence based standards of medical/mental health care within 90 calendar days from the contract award. See examples to resources below;

1. Asthma
IHSC Clinical Practice Guidelines (Attachment 6)
2. Chemical dependence/ Intoxication/ Withdrawal
Federal Bureau of Prisons Clinical Practice Guideline: Detoxification of the Chemically Dependent Inmate. See IHSC Operations Memorandum 11-004 dated June 9, 2011 for reference.
http://www.bop.gov/resources/health_care_mngmt.jsp
3. Diabetes
Standards of Medical Care in Diabetes—2015 American Diabetes Association
http://care.diabetesjournals.org/content/38/Supplement_1
4. Epilepsy
American Epilepsy
Society https://www.aesnet.org/clinical_resource_s/guidelines
5. Hepatitis A, B, and C
Federal Bureau of Prisons Clinical Practice Guidelines for Hepatitis A, Hepatitis B, and Hepatitis C and Cirrhosis (three different clinical practice guidelines).
http://www.bop.gov/resources/health_care_mngmt.jsp
6. HIV
NIH Guidelines for the Use of Antiretroviral Agents in HIV-1 Infected Adults and Adolescents
<http://www.aidsinfo.nih.gov/guidelines>
7. Hypertension
IHSC Clinical Practice Guidelines (Attachment 6)
8. Lipids
2013 American College of Cardiology/American Heart Association Blood Cholesterol Guideline
2011 American Heart Association Scientific Statement: Triglycerides and Cardiovascular Disease <https://circ.ahajournals.org/content/123/20/2292.full.pdf>
9. Sickle Cell Disease
IHSC Clinical Practice Guidelines (Attachment 6)
10. Tuberculosis

Tuberculosis Management Control Guide for IHSC Medical Clinics Centers
for Disease Control and Prevention
<http://www.cdc.gov/tb/publications/guidelines/default.htm>

11. Depression

Federal Bureau of Prisons Clinical Practice Guideline: Management of
Major Depressive Disorder
http://www.bop.gov/resources/health_care_mngmt.jsp

12. Schizophrenia

Federal Bureau of Prisons Clinical Practice Guideline: Pharmacological Management
of Schizophrenia http://www.bop.gov/resources/health_care_mngmt.jsp

BB. Medical Quality Improvement

The Service Provider must develop and implement a Continuous Medical Quality Improvement Plan which will be incorporated into the Quality Management Program for this facility. The program will ensure the Service Provider maintains operations in accordance with the PBNDS 2011, NCCHC and/or ACA standards.

The service provider must complete the incorporated IHSC Continuous Quality Improvement Audit tool (Attachment 7) forward the full report to the IHSC designee no later than the 10th of the month following the end of each quarter (1st quarter –Oct, Nov, Dec; 2nd quarter-Jan, Feb, Mar; 3rd quarter-Apr, May, Jun; 4th quarter-Jul, Aug, Sept).

The clinical operation will be audited by IHSC every 6 months. This audit will be conducted by a designated IHSC Healthcare professional. In addition to the audit mentioned above the facility will be assessed for maintaining compliance of NCCHC, ACA, and/or PBNDS 2011.

The Service Provider will apply for full NCCHC accreditation within six months of the contract award. Once accreditation is achieved, the service provided will maintain accreditation compliance at all times for the life of the contract.

III. REQUIRED ADMINISTRATION AND MANAGEMENT SERVICES

A. Manage Information System for Collecting, Retrieving, Storing, and Reporting Detainee Detention

All detainee files are to be prepared, maintained, retired, and disposed of in accordance with ICE policy. Policy and procedures shall be developed to ensure the confidentiality and security of all detainee files. The Contractor shall be responsible for detainee record keeping services and personal property. See **Section J, Attachment 7**. The Contractor is solely responsible for all detainee personal property. (i.e. stolen/misplaced goods due to Contractor negligence's and/or mishandling of detainee personal property). The Contractor shall provide written policies and procedures in managing the detainee's personal property. The Contractor shall create and update the records. The Contractor shall safeguard all records related to the operation of the facility. All records will remain the property of the U.S. Government.

B. Manage the Receiving and Discharge of Detainees

1. In accordance with ICE PBNDS, the Contractor will provide for the admitting and releasing of detainees to protect the health, safety, and welfare of each individual. During the admissions process, detainees undergo screening for medical purposes, have their files reviewed for classification purposes, submit to a standard body search, and are personally observed and certified regarding the examination, categorization, inventorying, and safeguarding of all personal belongings. This shall include fingerprinting of detainees.

The Contractor shall comply with the ICE policy on Admission and Release when entering detainee admission and release data.

The intake process shall include, at a minimum, a medical and social screening prior to detainee release into the general population.

The Contractor shall provide a detainee classification system that adheres to the requirements of the ICE policy on Detainee Classification, and ensures detainees are classified appropriately using objective criteria. Detainees will be classified and kept physically separate from detainees in other categories. Detainees will be classified upon arrival, before being admitted to the general detainee population. The Contractor will periodically re-classify detainees, in accordance with the ICE PBNDS.

2. Contractor shall effectuate departures. Effectuating departure requires Contractor employees to perform detainee-related activity included but not limited to: positive identification, documentation preparation and review, provision of any sack lunches required, transportation, escorting and returning all DHS documentation to the appropriate DHS supervisor upon completing the escort assignment. In addition, Contractor employees shall, when required by proper authority, affirm, swear, and witness to all actions of effectuating departure that were accomplished, performed, carried-out, and done and in transactions involving the detainee(s), when required in a legal setting, deposition, or court of law.

C. Manage and Account for Detainee Assets (Funds, Property)

The Contractor will provide for the control and safeguarding of detainees' personal property. See **Section J, Attachment 7**. This will include: the secure storage and return of funds, valuables,

baggage, and other personal property; a procedure for documentation and receipting of surrendered property; and the initial and regularly scheduled inventories of all funds, valuables, and other property. In accordance with the ICE PBNDS, every housing area shall include a designated storage area. This area shall contain a lockable or other securable space for storing detainees' authorized personal property.

The Contractor shall have written standard procedures for inventory and receipt of detainee funds and valuables that adheres to the requirements of ICE policy on Funds and Personal Property; and Enforcement and Removal Operations Policy and Procedure Manual (EROPPM) Update: Chapter 30: Detainee Property Management. Written procedures shall be established for returning funds, valuables, and personal property to a detainee being transferred or released that adheres to the requirements of ICE policy. The Contractor shall ensure that all detainees who are scheduled for either transfer or release are given all funds (in cash or check, whichever is deemed appropriate by the ICE COR or designated ICE official) immediately prior to leaving the facility. Confiscated foreign currency funds are to be returned to the detainee. This includes the out-processing of detainees on all removal flights. For such removal flights, the Contractor will provide all necessary items for removal processing.

D. Securely Operate the Facility

Policy and procedures for the maintenance and security of keys and locking mechanisms shall be developed, in accordance with ICE policy. The procedures shall include, but are not limited to: method of inspection to expose compromised locks or locking mechanisms; method of replacement for all damaged keys and/or locks; a preventive maintenance schedule for servicing locks and locking mechanisms and method of logging all work performed on locks and locking mechanisms; policy for restricting security keys from 24 hour issue or removal from the institution; and method of issuing emergency keys.

Staff responsible for lock maintenance shall receive training and be certified from a Government-approved training program specializing in the operation of locks and locking mechanisms.

The Contractor shall provide constant armed perimeter surveillance of the facility. Surveillance may be provided via a minimum of two motorized security patrol.

In accordance with ICE Policy, the Contractor shall develop policies and procedures regarding detainee use of those classified controlled tools and equipment most likely to be used in an escape or as a weapon. Further, the Contractor shall ensure that detainee usage of those classified controlled tools and equipment is only under direct Contractor staff supervision.

E. Establish and Maintain a Program for the Prevention of Sexual Abuse/Assault

The Contractor shall develop and implement a comprehensive sexual abuse/assault prevention and intervention program in accordance with ICE 2011 Performance Based Detention Standard 2.11 – Sexual Abuse and Assault Prevention and Intervention. This program shall include training and/or information that is given separately to both staff and detainees. See **Section J, Attachment 10**.

F. Establish and Maintain a Program for Suicide Prevention and Intervention

The Contractor shall develop and implement a comprehensive suicide prevention and intervention program in accordance with ICE policy. This program shall include training and/or information that is given separately to both staff and detainees.

G. Enforce the Detainee Disciplinary Policy

The Contractor shall comply with ICE PBNDS disciplinary policy. Facility authorities shall take disciplinary action against any detainee who is not in compliance with the rules and procedures of the facility.

H. Maintain Detainee Accountability

At least four counts will be conducted every 24 hours with at least one per shift. All counts shall be documented in separate logs maintained in the applicable locations where detainees are housed, the control center, and shift supervisor's office and shall be maintained for a minimum of 30 days. Count records must be available for review and secured away from the detainee population. The Contractor shall develop and implement a comprehensive population count program, in accordance with ICE policy.

I. Collect and Disseminate Intelligence Information

Policy and procedures for collecting, analyzing, and disseminating intelligence information regarding issues affecting safety, security, and the orderly running of the facility shall be developed. This information shall include, but not be limited to: gang affiliations; domestic terrorist groups; tracking of detainees having advanced skills in areas of concern (locksmiths, gunsmiths, explosives, and computers, etc.); narcotics trafficking; mail and correspondences; detainee financial information; detainee telephone calls; visiting room activity; and actions of high profile detainees. The Contractor shall share all intelligence information with the Government.

J. Provide Security Inspection System

The Contractor will develop and maintain a security inspection system with the aim of controlling the introduction of contraband into the facility, ensure facility safety, security and good order, prevent escapes, maintain sanitary standards, and eliminate fire and safety hazards. The Contractor's inspections program will meet the requirements of ICE PBNDS for Facility Security and Control.

The Contractor shall report all criminal activity related to the performance of this contract to the appropriate law enforcement investigative agency and to the COR.

The Government may investigate any incident pertaining to performance of this contract. The Contractor shall cooperate with the Government on all such investigations. The Contractor shall immediately report all serious incidents to the COR. Serious incidents include, but are not limited to the following: activation of disturbance control team(s); disturbances (including gang activities, group demonstrations, food boycotts, work strikes, work place violence, civil disturbances/protests); staff uses of force including use of lethal and less-lethal force (includes detainees in restraints more than eight hours); assaults on staff/detainees resulting in injuries that require medical attention (does not include routine medical evaluation after the incident); fires; fights resulting in injuries requiring medical attention; full or partial lock-down of the facility; escape; weapons discharge; suicide attempts; deaths; declared or non-declared hunger strikes; adverse incidents that attract unusual interest or significant publicity; adverse weather; fence damage; power outages; bomb threats; high profile detainee cases admitted to a hospital; significant environmental problems that impact the facility operations; transportation accidents (e.g., airlift, bus) resulting in injuries, death or property damage; and sexual assaults.

Pursuant to ICE instructions, the Contractor shall counteract civil disturbances, attempts to commit espionage or sabotage, and other acts that adversely affect the normal site conditions, the security and safety of personnel, property, detainees, and the general public.

K. Maintain Institutional Emergency Readiness

The Contractor shall submit an institutional emergency plan that will be operational prior to issuance of the NTP, per the ICE PBNDS on Emergency Plans. The plan shall receive the concurrence of the COR prior to implementation and shall not be modified without the further written concurrence of the CO.

The Contractor shall have written agreements with appropriate state and local authorities that will allow the Contractor to make requests for assistance in the event of any emergency incident that would adversely affect the community.

Likewise, the Contractor shall have in place, an internal corporate nation-wide staff contingency plan consisting of employees who possess the same expertise and skills required of staff working directly on this contract. At the discretion of ICE, these employees would be required to respond to an institutional emergency at the contracted facility if deemed necessary.

The emergency plans shall include provisions for two or more disturbance control teams. Protective clothing and equipment for each team member and 30 percent of all additional facility staff members shall be provided by the Contractor, and maintained in a secure location outside the secure perimeter of the facility.

Any decision by ICE or other federal agencies to provide and/or direct emergency assistance will be at the discretion of the Government. The Contractor shall reimburse the Government for any and all expenses incurred in providing such assistance.

Attempts to apprehend any escapee(s) shall be in accordance with the Emergency Plan, which shall comply with ICE PBNDS regarding Emergency Plans.

The Contractor shall submit to the COR a proposed inventory of intervention equipment (e.g., weapons, munitions, chemical agents) intended for use during performance of this contract. In accordance with ICE policy, the use of electro-muscular disruption (EMD) devices is prohibited. The COR, prior to issuance of the NTP, shall provide concurrence of the intervention equipment. The approved intervention equipment inventory shall not be modified without prior written concurrence of the CO.

The Contractor shall obtain the appropriate authority from state or local law enforcement agencies to use force as necessary to maintain the security of the facility. The use of force by the Contractor shall at all times be consistent with all applicable policies of ICE PBNDS on Use of Force.

L. Manage Computer Equipment and Services in Accordance with all Operational Security Requirements

The Contractor shall comply with all federal security and privacy laws and regulations established to protect federal systems and data. The Contractor shall inform all personnel of the confidential nature of ICE detainee information.

The Contractor shall restrict access of data information pertaining to ICE detainees to authorized employees with no appropriate clearance who require this information in the course of their official duties.

In accordance with the *Freedom of Information/Privacy Act* (FOIA/PA), the Contractor may not disclose information obtained pertaining to ICE detainees to a third party without written permission from the COR.

The Contractor shall develop a procedural system to identify and record unauthorized access, or attempts to access ICE detainee information. The Contractor shall notify the COR or ICE-designee within four hours of a security incident.

IV. FACILITY SECURITY AND CONTROL

A. Security and Control (General)

The Contractor shall maintain a copy of facility post orders for employee review within the areas of assignment, and shall initiate responses to any incidents as outlined in the post orders. The Contractor employees shall write reports of incidents as outlined in the post orders.

The Contractor shall operate and control all designated points of access and egress on the site; such as, detainee housing units, pods, barracks, courtrooms, medical facilities, and hold rooms. The Contractor shall inspect all packages carried in or out of site in accordance with ICE procedures. The Contractor shall comply with ICE security plans.

The Contractor shall comply with all ICE PBNDS pertaining to the security and control of the detention facilities. The Contractor shall adhere to local operating procedures within each facility.

B. Unauthorized Access

The Contractor shall detect and detain persons attempting to gain unauthorized access to the site(s) identified in this contract.

C. Direct Supervision of Detainees

The Contractor shall provide supervision of all detainees in all areas, including supervision in detainee housing and activity areas, to permit Detention Officers to hear and respond promptly to emergencies. The Contractor shall have direct supervision monitoring each occupied housing unit. This direct supervision position or positions (determined by the size of the housing unit) is separate from the housing control post.

The Contractor shall comply with the requirements applicable to detention facilities contained in Subpart A of the U.S. Department of Homeland Security (DHS) regulation titled, "Standards to Prevent, Detect, and Respond to Sexual Abuse and Assault in Confinement Facilities," 79 Fed. Reg. 13100 (Mar. 7, 2014), as outlined in Attachment 10.

D. Log Books

The Contractor shall be responsible for completion and documentation of, for each shift, the following information in the logbooks:

1. Activities that have an impact on the detainee population (e.g., detainee counts, shakedowns, detainee movement in and out of the site, and escorts to and from court).
2. Shift activities (e.g., security checks, meals, recreation, religious services, property lockers, medical visits).
3. Entry and exit of vehicles and persons other than detainees, ICE staff, or Contractor staff (e.g., attorneys and other visitors).
4. Fire drills and unusual occurrences.

E. Records and Reports

The Contractor shall furnish, on a daily basis, a manifest of all detainees currently detained in the facility. The manifest shall contain the following information for each detainee: "A" File Number

(system of numbering supplied by ICE); office received from; name; date of birth; gender; nationality; date of arrival; number of days the detainee has been in the facility; and type of release, if applicable. The manifest shall be transmitted in a Microsoft Excel format.

The Contractor shall provide monthly status reports to the COR or ICE designee. Such reports shall include a monthly key indicator report, which indicates the key personnel positions of the facility (e.g., position title, name of the employee, vacancies and length of vacancies, dates of service, additional comments). These monthly reports shall be submitted to the COR or ICE designee by the fifth of each month for the previous month's activities and staffing.

The Contractor shall prepare required orders, instructions, and reports of accidents, security violations, fires, and bomb threats. The reports shall be maintained, on file, concerning all activities in connection with duties and responsibilities for the services performed under this contract. All such records shall be kept using a system with a written policy, which allows the reports to be made available to the Government for inspection.

The Contractor shall, at the request of ICE, prepare any special or other reports, or issue further orders and instruction as may be required in support of work within the scope of this contract. The distribution, format, and time elements for these reports shall be directed by Government requirements.

F. Detainee Counts

The Contractor shall monitor detainee movement and physically count detainees as directed in the ICE Detentions Operations Manual and post orders. (For the ICE Detention Operations Manual, please see (<https://www.ice.gov/detention-standards/2011>.) The Contractor shall be responsible for documenting the physical detainee counts in the logbook. The Contractor shall ensure ICE procedures are followed when the physical detainee count does not show all detainees are accounted for. At a minimum, official detainee counts shall take place four times per day and at least once per shift or as directed by the COR or ICE designee. All counts shall be documented in separate logs maintained in the applicable locations where detainees are housed, control center, and shift supervisor's office and shall be maintained for a minimum of 30 days.

G. Daily Inspections

The Detention Officers shall conduct daily inspections of all security aspects of the site. They shall check all bars, locks, windows, walls, floors, ventilation covers, glass panels, access plates, protective screens, doors, lights, and equipment for operational wear and detainee tampering. The Detention Officers shall also report slippery floor surfaces. This documentation shall be made daily in a logbook. Problems discovered during these inspections shall be clearly identified in the documentation.

The Contractor shall also notify the COR of any abnormalities or problems. The Contractor shall immediately notify the COR or ICE designee on duty of any physical facility damage. Written documentation of any problem areas shall be submitted to the COR by the end of the shift.

H. Control of Contraband

The Contractor shall conduct searches for contraband at least once daily, in all areas in which detainees have access. Searches shall be random and unannounced. During the searches, detainee possessions shall be disturbed as little as possible. Contraband items shall be immediately

confiscated, logged into the Contraband logbook in accordance with ICE PBNDS, and turned over to the COR or ICE-designee on duty. The Contractor shall document records of the searches in a logbook and forward a report to the COR within 24 hours after discovery of the contraband items.

I. Keys and Access Control Devices

The Contractor shall adhere to key control policies, in accordance with ICE PBNDS Key and Lock Control: The Contractor shall operate and enforce the personnel admitting and identification systems, and package inspection procedures in accordance with security guidelines at the protected premises prescribed by ICE PBNDS.

The Contractor shall accept registered mail and parcels, in accordance with ICE-approved procedures. The Contractor shall be responsible for the distribution of all received mail and parcels.

J. Control of Chemicals

The Contractor shall adhere to ICE PBNDS, ACA, and OSHA established procedures, applicable laws, and regulations governing the storage and inventory of all flammable, toxic, and caustic materials used for janitorial cleaning, laundry maintenance, vehicle maintenance, and other applications.

K. Post Orders

The Contractor shall develop post orders, policies and procedures, and instructions necessary for proper performance at each duty post. Each post will have a separate post order. The Contractor is responsible for compliance with all such orders, policies and procedures, and instructions. ICE shall approve all post orders prior to implementation of them.

The Contractor shall make post orders available to all Contractor employees. Each Detention Officer shall certify, in writing, that he or she understands and agrees to comply with all post orders, policies and procedures, and instructions prior to being initially assigned to that post. The Contractor shall retain Detention Officer Certifications and make them available to the COR upon request.

L. Deviation from Prescribed Schedule Assignments

The Contractor is authorized to deviate from the scheduled assignment when unusual conditions or circumstances so demand, and if prior approval is received from the COR. All deviations shall be recorded in the daily logbook. When the COR is not available, the Contractor shall notify ICE-designee immediately or as soon as is practically possible.

M. Use of Force Policy

ICE restricts the use of physical force by Detention Officers to instances of justifiable self-protection, protection of others, and protection of property and prevention of escapes. See **Section J, Attachment 5**. Physical force may only be used to the degree necessary to safeguard the well-being of the detainee(s) and others in the immediate area. The following policies pertain to use of force:

1. In no case shall physical force be used as punishment or discipline.

2. The Contractor shall adhere to ICE Policy Statement on the use of deadly and non-deadly force to include the use of intermediate and deadly weapons.
3. The respective Detention Officer shall immediately report all instances of use of physical force to his or her immediate supervisor. Prior to leaving his or her shift, the Supervisory Detention Officer shall prepare a written report and submit it to the Warden/Facility Director, who shall review, approve, and provide the report to the COR or ICE-designee within 24 hours of the incident.
4. The physical force report shall include:
 - a) An accounting of the events leading to the use of force.
 - b) A precise description of the incident to include date, time, place, type of force used, and reasons for employing force.
 - c) A description of the person (Detention Officers or detainees) who suffered described injuries, if any, and the treatment given.
 - d) A list of all participants and witnesses (Contractors, detainees, and ICE personnel) to the incident.
5. The calculated use of force must be in accordance with the ICE PBNDS and requires, at a minimum, the following:
 - a) The formulation of an After Action Review Team, which must include the participation of the COR.
 - b) An After Action Report submitted to the COR within 30 days of the incident, with corrective actions noted, if applicable.
 - c) Video footage of the incident must be made available for ICE review.

N. Use of Restraints Policy

The Contractor shall comply with ICE written policy and procedures governing the use of restraint equipment. See **Section J, Attachment 4**. Restraints shall never be applied as punishment for more time than is necessary. Restraints shall be used only as a precaution against escape during transfer to prevent detainee self-injury, injury to others, property damage, or for medical reasons under direction of the Health Authority. Restraints consist of handcuffs, waist restraints, and leg restraints. When directed by the COR, the Detention Officer may use Government-provided disposable nylon straps in lieu of handcuffs or leg restraints in emergencies, mass arrest situations, or if a detainee's wrists or ankles are too large for conventional restraints. ICE prohibits the Contractor from using all other restraint devices.

O. Intelligence Information

The Contractor shall notify the COR or ICE-designee immediately on issues which could impact the safety, security, and the orderly operation of the facility.

P. Notification and Public Disclosures

There shall be no public disclosures regarding this contract made by the Contractor (or any subcontractors) without review and approval of such disclosure by ICE Public Affairs and express permission granted by the ICE Contracting Officer. The Government considers such information privileged or confidential.

Q. Lost and Found

The Contractor shall log and maintain all lost and found articles and shall report all items to the COR or ICE-designee. The Contractor shall adhere to the requirements contained in the ICE PBNDS for Funds and Personal Property.

R. Escapes

The Contractor shall take all appropriate measures to prevent escapes. The Contractor shall notify the COR or ICE-designee immediately if an escape or an attempted escape has occurred. The Contractor shall provide the COR and ICE-designee with a written report prior to the end of the shift. The Contractor shall be held to the following standards concerning escapes:

1. The Contractor assumes absolute liability for the escape of any detainee in its control.
2. The Contractor shall provide written policies and procedures regarding the actions to be taken in the event of an escape. This document must include reporting requirements for all contract employees, escorts, supervisors, and management personnel. These procedures shall meet the approval of the COR, be reviewed at least annually, and updated as necessary.
3. Escapes shall be grounds for removing the responsible Contractor Employee(s) from duty if the Contractor Employee(s) is/are determined by the Contractor or the COR to be negligent, reckless, or intentional. Notice of removal shall be provided to the Contracting Officer.
4. Corrective actions to prevent future escapes or attempted escapes shall be taken immediately and communicated to the COR for approval. A written report of the remedial action shall be due to the COR within 24 hours of an escape or attempted escape.
5. An escape is deemed an egregious violation of any applicable ICE PBNDS and subject to an expedited processing of a Contract Discrepancy Report resulting in a deduction or withholding.

S. Correspondence and Other Mail

In accordance with ICE PBNDS, the Contractor shall ensure that detainees are able to send and receive correspondence in a timely manner subject to limitations required for the safety, security, and orderly operation of the facility. The Contractor shall distribute detainee mail within 24 hours of its arrival at the facility.

T. Evacuation Plan

The Contractor shall furnish 24 hour emergency evacuation procedures. The Contractor shall develop a written evacuation and alternate staging plan for use in the event of a fire or major emergency, per ICE PBNDS regarding emergency plans.

The Contractor must be able to transport all detainees housed at the facility during an emergency, as directed by COR or the ICE designated official. In an evacuation situation, the contractor must be able to temporarily transport and house the ICE detainees in a safe location, within the time frame outlined by ICE. The proposed “temporary safe location” must be of comparable standards to the current ICE contract location, and must be approved by the COR or the ICE designated official.

U. Injury, Illness, and Reports

The Contractor shall immediately assist employees, detainees, or others on the premises in need of immediate help or who are injured or ill. Contractor employees shall provide first aid when necessary.

The Contractor shall immediately notify the COR or ICE-designee about all incidents that result in physical harm to or threaten the safety, health, or welfare of any person at the site including job-related injuries. If a detainee requires immediate medical attention, the Detention Officer shall notify the medical provider as well as the COR and/or ICE-designee.

The Contractor shall submit a follow-up written report to the COR within 24 hours of the occurrence. The Contractor shall cooperate with ICE in reviewing serious incidents. A serious incident means any incident resulting in injury to a detainee, Contractor staff, ICE staff, or property damage.

The Contractor shall submit a monthly injury report summary containing, but not limited to, name, time/date, location, circumstances, care rendered, current status, Worker’s Compensation status, and reference to identification of initial report.

V. Protection of Employees

The Contractor shall develop plans that comply with ICE comprehensive plans and procedures to safeguard employees against exposure of blood borne pathogens. The ICE plan is based upon OSHA standards found in the Employee Occupational Safety and Health (EOSH) Manual.

W. Medical Requests

The Contractor shall adhere to ICE policies and procedures regarding detainee medical requests at <http://www.ice.gov/doclib/detention-standards/2000>. If a detainee requires immediate medical attention, the Detention Officer shall immediately notify his or her Supervisor via radio or telephone. The Contractor’s Supervisor will, in turn, notify the medical provider as well as the COR and/or ICE-designee.

X. Emergency Medical Evacuation

The Contractor shall develop and implement written policies and procedures that define emergency health care evacuation of detainees from within the facility.

Y. Sanitation and Hygienic Living Conditions

The Contractor shall comply with the requirements of the Occupational Safety and Health Act of 1970 and all codes and regulations associated with 29 CFR 1910 and 1926. The Contractor shall comply with all applicable ICE, federal, state and local laws, statutes, regulations, and codes. In

the event there is more than one reference to a safety, health, or environment requirement in an applicable, law, standard, code, regulation, or ICE policy, the most stringent requirement shall apply.

Z. Maintain a Video Surveillance Program

The Contractor shall ensure that video cameras monitor hallways, exits, and common areas. A qualified individual shall be responsible for monitoring this system inside and outside the building. Considering that the videos will be recordings of residents who may be seeking asylum or other considerations under U.S. immigration law, the Contractor is required to maintain the tapes and may not release them to anyone, unless approved by DHS. The Contractor shall develop a plan for keeping the videos for the duration of the project period and destruction of them upon completion of the program.

V. DETAINEE RIGHTS, RULES, DISCIPLINE, AND PRIVILEGES

The Contractor shall supervise, observe, and protect detainees from personal abuse, discrimination, corporal punishment, personal injury, property damage, harassment, or violation of detainee's civil rights. Contract personnel shall adhere to ICE policies and procedures, and the ICE PBNDS.

In accordance with ICE PBNDS, the Contractor shall permit detainees to: access the law library, legal materials, facilities, and equipment; have document copy privileges; and have the opportunity to prepare legal documents.

VI. HEALTH SERVICES

The Contractor must provide adequate space for such health services, to include office and support space within the medical clinic.

A. Hospitalization of Detainees

Upon order of the COR or designated ICE officer, or in an emergency situation, the Contractor shall take custody of and safeguard detainee(s) at a hospital or clinic when the detainee(s) are undergoing medical examination. The contract employee will remain until relieved by another contract employee. Twenty-four hour custody shall be maintained, with constant visual observation when practicable. The detainees shall not use the telephones unless the Contractor receives prior approval from the COR or other designated ICE official. The contract employees shall not fraternize with clinic/hospital staff or with casual visitors to the clinic/hospital. Detainee visitation is not permitted at the hospital. To prevent any situation which could result in a breach of security, requests for visitation while the detainee is in detention, including hospital detention shall be pre-approved by the COR(s) or other designated ICE official prior to allowing access to the detainee. The Contractor is obligated to relay messages as requested by the detainee to ICE COR or other designated ICE official.

B. Manage a Detainee Death

The Contractor shall comply with ICE PBNDS regarding Terminal Illness, Advanced Directives, and Death in the event of a detainee injury or death. In the event of a detainee death, the Contractor shall immediately notify the COR or ICE designated official and submit a written report within 24 hours. The Contractor shall fingerprint the deceased. Staff members performing the fingerprinting shall date and sign the fingerprint card to ensure that a positive identification has been made and file the card in the detainee's file. Personal property of the deceased shall be inventoried and forwarded to the designated family member, the nearest of kin, or the Consular Officer of the detainee's country of legal residence.

If death is due to violence, accident surrounded by unusual or questionable circumstances, or is sudden and the deceased has not been under immediate medical supervision, the Contractor shall notify the coroner of the local jurisdiction to request a review of the case, and if necessary, examination of the body.

The Contractor shall establish coroner notification procedures outlining such issues as performance of an autopsy; who will perform the autopsy, obtaining state-approved death certificates, and local transportation of the body.

The Contractor, in coordination with the COR or ICE-designee, shall ensure the body is turned over to the designated family member, the nearest of kin, or the Consular Officer of the detainee's country of legal residence.

VII. FOOD SERVICE

A. Manage Food Service Program in a Safe and Sanitary Environment

The Contractor shall provide detainees with nutritious, adequately varied meals, prepared in a sanitary manner while identifying, developing, and managing resources to meet the operational needs of the food service program.

The Contractor shall provide a sack meal for detainees in custody and those who are absent during any meal or planning for departure, or meals for detainees on certain travel routes (upon order by ICE COR or designated official). Further, the Contractor shall provide sack meals as requested by ICE staff. The contents of the sack meals must be approved by COR or designee.

At the COR's request, the Contractor shall provide sack meals for detainees in ICE custody, but not yet on the Contractor's premises.

The Contractor shall identify, develop, and manage food service program policy, procedures, and practices in accordance with the ICE PBNDS on Food Service.

All food service preparation resources (appliances, freezers, food preparation tables, coolers), must be in operating condition. Additionally, the Contractor's kitchen will be in operating condition at the commencement of the contract.

VIII. DETAINEE SERVICES AND PROGRAMS

A. Manage Detainee Clothing, Linens, and Bedding

The Contractor shall issue and exchange detainee clothing, linen, and bedding in accordance with the ICE PBNDS on Personal Hygiene. The Contractor shall issue three (3) new sets of appropriate undergarments consisting of cotton shorts/briefs, socks and undershirts. As directed by ICE COR or other ICE Representative, and unless otherwise provided for in the ICE PBNDS, the Contractor will provide weather appropriate clothing upon release, discharge, or transfer; if detainees are not in possession of these items, or upon direction from ICE Appropriate clothing includes:

1. Shoes: Rubber soled, closed toe and heel; fabric varieties are acceptable.
2. Undergarments: Briefs and socks for men.
3. Pants: Cotton sweat pants.
4. Shirt: Cotton sweatshirt or short sleeve shirt, to be determined by ICE.
5. Light Jacket: Nylon or polyester variety with light insulation, as directed by ICE.
6. Heavy Coat: Nylon or polyester variety suitable for ice or snow with heavy insulation, as directed by ICE.

B. Manage Multi-Denominational Religious Services Program

The Contractor shall ensure detainees of different religious beliefs will be provided reasonable and equitable opportunity to practice their respective faiths. The religious services program shall comply with all elements of the ICE PBNDS on Religious Practices. The Contractor shall provide a full-time FTE non-denominational chaplain.

C. Provide for a Detainee Recreation Program

The Contractor shall develop adequate and meaningful recreation programs for detainees at the facility. The Contractor shall ensure that sufficient Detention Officers are assigned to supervise all recreation activities. The detainee recreation program will comply with all elements of the ICE PBNDS on Recreation.

D. Manage and Maintain a Commissary

A commissary shall be operated by the Contractor as a privilege to detainees who will have the opportunity to purchase from the commissary at least once per week. These items will not include those items prohibited by the Warden/Facility Director. All items available at the commissary must be approved by the COR or ICE-designee. The commissary inventory shall be provided to the COR upon request. Notice of any price increases must be provided to the COR. The Contractor may assess sales tax to the price of items, if state sales tax is applicable.

Revenues shall be maintained in the facility commissary account and not commingled with any other funds. If funds are placed in an interest bearing account, the interest earned shall be credited to the detainees. Any expenditure of funds from the account shall only be made with the approval of the Contracting Officer. Any revenues earned in excess of those needed for commissary operations shall be used solely to benefit detainees at the facility. The Contractor shall provide independent auditor certification of the funds to the COR every 90 days.

At the end of the contract period, or as directed by the Contracting Officer, a check for any profits remaining in this account associated with detainee commissary purchases shall be made payable to the Treasury General Trust Fund and given/transmitted to the Contracting Officer.

Detainees are permitted to receive funds from outside sources (i.e., from family, friends, bank accounts). Outside funds or those generated from work may be used to pay for products and services from the commissary.

E. Manage and Maintain a Detainee Telephone System

The Service Provider shall provide detainees with reasonable and equitable access to telephones as specified in the ICE PBNDS on Telephone Access. Telephones shall be located in an area that provides for a reasonable degree of privacy and a minimal amount of environmental noise during phone calls.

If authorized to do so under applicable law, the Service Provider shall monitor and record detainee conversations. If detainee telephone conversations can be monitored under applicable law, the Service Provider shall provide notice to detainees of the potential for monitoring. However, the Service Provider shall also provide procedures at the facility for detainees to be able to place unmonitored telephone calls to their attorneys.

Telephone rates shall not exceed the dominant carrier tariff rate and shall conform to all applicable federal, state, and local telephone regulations.

In the event the facility does not have an existing provider for detainee telephone access, or the rates for the existing provider are in excess of those offered by the ICE designated DTS Contractor, then the ICE designated DTS Contractor shall be the provider of detainee telephones for this facility. This will occur at the expiration of any current contract with a Telecommunications Company. The Service Provider shall make any necessary arrangements with the DTS Contractor per the DTS Contract. The DTS Contractor shall be allowed to install vending debit machines and shall receive 100 percent of all revenues collected by sale of prepaid debit services. The DTS Contractor shall be responsible for furnishing all inventory and supply of all DTS calling services to the Service Provider. The DTS Contractor shall be responsible for the costs incurred for installation of the equipment, any monthly telephone charges incurred from the operation of DTS, and the maintenance and operation of the system. The Service Provider shall not be entitled to any commissions, fees, or revenues generated by the use of the DTS or the detainee telephones.

The Service Provider shall inspect telephones for serviceability, in accordance with ICE PBNDS and ICE policies and procedures. The Service Provider shall notify the COR or ICE designee of any inoperable telephones.

DTS Contractor Information:

Talton Communications
910 Ravenwood Dr.
Selma, AL 36701

(b)(6),(b)(7)(C)

Customer Relations Manager
(334) 375- (b)(6),(b)(7)(C)

(b)(6),(b)(7)(C)

(b)(6),(b)(7)(C)

Operations Manager
(334) 375- (b)(6),(b)(7)(C)

(b)(6),(b)(7)(C)

F. Law Library

The Contractor shall provide a dedicated secure space room within the secure perimeter for books and materials to provide a reading area – “Law Library” – in accordance with the ICE PBNDS on Law Libraries and Legal Material. The “Law Library” must be large enough to accommodate the ICE I/T equipment, as well as the Contractor provided library tables and chairs. In accordance with ICE PBNDS, the Contractor shall permit detainees to: access the law library, legal materials, facilities, and equipment; have document copy privileges; and have the opportunity to prepare legal documents. All Contractor provided furniture and equipment must be in good, working order at all times.

G. Physical Plant

The facility operation and maintenance shall ensure that detainees are housed in a safe, secure, and humane manner. All equipment, supplies, and services shall be Contractor-furnished and operating condition, except as otherwise noted.

The facility, whether new construction expansion or an existing physical plant, shall be operated, and maintained in accordance with all applicable federal, state, and local laws, regulations, codes, guidelines, and policies. In the event of a conflict between federal, state, or local codes, regulations or requirements, the most stringent shall apply. In the event there is more than one reference to a safety, health, or environmental requirement in an applicable law, standard, code, regulation or Government policy, the most stringent requirement shall apply.

The facility shall provide housing configurations commensurate with the security needs of the population.

The facility, whether new construction expansion or existing physical plant, shall comply with the building codes under which it was permitted at the time of original construction. Whether the facility is new construction or an expansion of an existing physical plant fire protection and life safety issues shall be governed by the building and life safety codes under which the facility was permitted at the time of original construction.

The facility, whether new construction expansion or existing physical plant, shall comply with the requirements in effect at the time of the original facility construction of the *Architectural Barriers Act of 1968* as amended and the *Rehabilitation Act of 1973* as amended. The standards for facility accessibility by physically handicapped persons as set forth in “Uniform Federal Accessibility Standards/Fed Std. - 795 4/01/88 Edition” (UFAS) shall apply. All areas of the buildings and site shall meet these requirements.

Activities, which are implemented in whole or in part with federal funds, must comply with applicable legislation and regulations established to protect the human or physical environment and to ensure public opportunity for review.

All offeror’s are advised that as part of the solicitation process they must have prepared and submitted a Phase I Environmental Site Assessment (ESA).

1. The standard for the Phase I ESA is outlined by the American Society for Testing and Materials (ASTM) Designation E 1527,” Standard Practice for Environmental Site Assessment, Phase I Environmental Site Process.”

2. In conjunction with the Phase I ESA, the Government also requires each offeror to provide special environmental studies such as Environmental Justice, and threatened or Endangered Species Reviews.
3. These required environmental studies are outlined in the U.S. Federal Bureau of prisoners document entitled, "Environmental Requirements for Privatized Contracts" dated February 22, 2000.
4. These studies should be submitted by the offeror as separate standalone documents, not part of the Technical Proposal or Price Proposal submitted as part of any offer resulting from this solicitation. For more information on how these and other NEPA compliance documents will figure into any evaluation for award, reference Section L and M of this solicitation.
5. For more information on NEPA compliance process, reference the most recent edition which can be located at the following internet address:
<http://www.epa.gov/compliance/nepa>.

The Contractor shall remain in compliance with federal statutes during performance of the contract including, but not limited to, the following Acts: *Clean Air, Clean Water, Endangered Species, Resources Conservation and Recovery*; and other applicable laws, regulations and requirements. The Contractor shall also comply with all applicable limitations and mitigation identified in any Environmental Assessment or Environmental Impact Statement prepared in conjunction with the contract pursuant to the *National Environmental Policy Act*, 42 U.S.C. 4321.

The Contractor shall be responsible for and shall indemnify and hold the Government harmless for any and all spills, releases, emission, disposal and discharges of any toxic or hazardous substance, any pollutant, or any waste, whether sudden or gradual, caused by or arising under the performance of the contract or any substance, material, equipment, or facility utilized. For the purposes of any environmental statute or regulation, the Contractor shall be considered the "owner and operator" for any facility utilized in the performance of the contract, and shall indemnify and hold the Government harmless for the failure to adhere to any applicable law or regulation established to protect the human or physical environment. The Contractor shall be responsible in the same manner as above regardless of whether activities leading to or causing a spill, release, emission or discharge are performed by the Contractor, its agent or designee, a detainee, visitors, or any third party.

If a spill(s) or release(s) of any substance into the environment occur, the Contractor shall immediately report the incident to the COR or ICE designated official. The liability for the spill or release of such substances rests solely with the Contractor and its agent.

A safety program shall be maintained in compliance with all applicable Federal, state and local laws, statutes, regulations and codes. The Contractor shall comply with the requirements of the *Occupational Safety and Health Act of 1970* and all codes and regulations associated with 29 CFR 1910 and 1926.

Fire Alarm Systems and Equipment – All fire detection, communication, alarm, annunciation, suppression and related equipment shall be operated, inspected, maintained and tested in accordance with the edition of the applicable NEC and Life Safety Codes under which the facility was permitted at the time of original construction.

The Contractor shall provide outside lighting sufficient to illuminate the entire facility and secure perimeter.

For new construction expansion or existing physical plant, final and completed, the Contractor prior to issuance of the NTP shall submit design/construction documents to the COR. For all new construction expansion, the construction schedule shall be updated to reflect current progress and submitted to the COR on a monthly basis. Government staff will make periodic visits during construction to verify Contractor progress and compliance with contract requirements. As-built drawings and current drawings of the buildings and site utilities shall be maintained in a secure location during construction and contract performance. These updates shall be provided to the COR within 30 days of any changes made. Site utilities include, but are not limited to: water and sewer lines; gas lines; tunnels; steam lines; chilled water lines; recording layouts; elevations; modifications; additions; etc. Two copies of the as-built drawings shall be provided to the COR in AUTOCAD release 14.0 on a CD-ROM no later than 90 days after issuance of the NTP.

Promptly after the occurrence of any physical damage to the facility (including disturbances), the Contractor shall report such damage to the COR or ICE designated official. It shall be the responsibility of the Contractor to repair such damage, to rebuild or restore the institution.

A number of Government staff will be on-site to monitor contract performance and manage other Government interests associated with operation of the facility. Government staff will have full access to all areas of the facility. Contractor access to Government required space must be pre-approved by the COR. In cases of emergency the Contractor shall notify the COR promptly.

IX. PERSONNEL

The Contractor shall employ personnel whose qualifications are commensurate with job responsibilities and authority levels. The Contractor shall assure that employees meet the standards of competency, training, appearance, behavior, and integrity. The Contractor will effect disciplinary or adverse action against employees who disregard those standards.

A. Minimum Standards of Employee Conduct

The Contractor shall develop standards of employee conduct and corresponding disciplinary actions that are consistent with the following standards of conduct. All employees shall certify in writing that they have read and understand the standards. A record of this certificate must be provided to the COR prior to the employees beginning work under this contract. The Contractor shall hold employees accountable for their conduct based on these standards, which are not restricted to, but must include:

1. Employees shall not display favoritism or preferential treatment to one detainee, or group of detainees, over another.
2. Employees shall not discuss or disclose information from detainee files or immigration cases, except when necessary in the performance of duties under this contract.
3. The employee may not interact with any detainee except in a relationship that supports the approved goals of the facility. Specifically, employees shall not receive nor accept any personal (tangible or intangible) gift, favor, or service, from any detainee, any detainee's family, or associate no matter how trivial the gift, favor, or service may seem, for themselves or any members of their family. In addition, the employee shall not give any gift, favor, or service to detainees, detainee's family, or associates.
4. The employee shall not enter into any business relationship with detainees or their families (e.g., selling, buying, or trading personal property).
5. The employee shall not have any outside or social contact with any detainee, his or her family, or associates, except for those activities, which are part of the facility program and a part of the employee's job description.
6. All employees are required to immediately report to the Warden/Facility Director or ICE Supervisor any criminal or non-criminal violation or attempted violation of these standards.
7. The Contractor shall report all violations or attempted violations of the standards of conduct or any criminal activity immediately to the COR. Violations may result in employee removal from the facility. Failure on the part of the Contractor either to report a known violation or to take appropriate disciplinary action against offending employee or employees shall subject the Contractor to appropriate action including possible termination of the contract for default.
8. The Contractor shall not employ any person whose employment would present an actual or apparent conflict of interest. The Contractor is specifically prohibited from hiring active duty military personnel and civilians employment by the Government to perform work under this contract.

B. Minimum Personnel Qualification Standards

The Contractor must agree that each person employed by the firm or any subcontractor(s) shall have a social security card issued and approved by the Social Security Administration and shall be a United States citizen or a person lawfully admitted into the United States for permanent residence, have resided in the U.S. for the last five years (unless abroad on official U.S. government duty), possess a high school diploma or equivalent (GED), and obtain a favorable Suitability for Employment determination. Each employee of the Contractor and of any subcontractor(s) must complete and sign a Form I-9, "Employment Eligibility Verification," before commencing work. The Contractor shall retain the original Form I-9 and shall furnish the COR with a copy of the Form I-9 before the employee commences work. The Contractor shall be responsible for acts and omissions of its employees and of any subcontractor(s) and their employees.

In addition, each contract employee shall meet the following requirements in accordance with the contract requirements:

1. All employees shall be a minimum of 21 years of age.
2. Employees shall have at least one year of general experience that demonstrates the following:
 - a) The ability to greet and deal tactfully with the general public;
 - b) Capability of understanding and applying written and verbal orders, rules, and regulations. All personnel shall be literate and be able to interpret printed rules and regulations, detailed written orders, training instructions and materials, and must be able to compose reports;
 - c) Good judgment, courage, alertness, an even temperament, and render satisfactory performance through knowledge of his/her position responsibilities;
 - d) Ability to maintain poise and self-control during situations that involve mental stress, such as fires, explosions, civil disturbances, and building evacuations.
3. All employees on this contract must maintain current/physical residency in the continental United States.

C. Health Requirements for All Detention Officers

The Contractor shall assign only employees who are in good health to work under this contract. Employees shall be without physical defects or abnormalities that would interfere with performing duties. All newly hired Detention Officers who work under this contract shall pass a medical examination conducted by a licensed physician within 30 days prior to initial assignment.

The Contractor shall have a collaborative agreement with a fully licensed certified independent clinic and laboratory for the purpose of accomplishing the Standard Form 88, Medical Record – Report of Medical Examination. Transportation officers will require both SF 88 and DOT 649F (DOT physical).

Employee Health:

Employee health files for each employee must be maintained on site, in a locked cabinet by the IHSC Health Services Administrator or the contractor's designee. Health files are maintained in

accordance with DHS and ICE Privacy Policies and the Privacy Act of 1974 and contain the following documents:

- a) Initial and annual TB infection screening results.
- b) Vaccination records including results, titers, and Immunization Declination Form(s).
- c) OSHA 301 Incident forms.
- d) Blood borne pathogen exposure documentation.
- e) Annual respirator medical clearance.
- f) Fit test results.
- g) Other employee health documents.

The Service Provider may initiate employment of an individual who has initiated the required vaccines and the individual may be hired and begin performing work on the contract as long as they meet all subsequent booster dates until fully vaccinated.

All contract personnel must provide documentation regarding the following:

- a) History of testing for tuberculosis (TB) within the last 12 months:
 - (1) Chest x-ray if employee has a history of LTBI, treatment history for LTBI or TB disease, if applicable; and
 - (2) Additionally, on an annual basis and at own expense, contractor shall provide a current TST or IGRA test result if the employee previously tested negative for LTBI, evaluation for TB symptoms if the employee previously tested positive for LTBI, and follow up as appropriate in accordance with Centers for Disease Control and Prevention (CDC) guidelines.

b) Hepatitis B

The Occupational Safety and Health Administration (OSHA) Blood-borne Pathogens (BBP) Standard requires employers to provide employees at risk of occupational exposure to blood and other potentially infectious material (OPIM) with the Hepatitis B vaccination series. Health staff must do one of the following:

- (1) Complete the Hepatitis B vaccination series; and provide documentation of the vaccination series or titer results that confirm immunity to HBV; or
- (2) Refuse the vaccination series for medical reasons and complete the Immunization Declination Form.

Highly recommended vaccinations for custody staff in the detention environment; Custody workers are considered to be at significant risk for acquiring or transmitting Hepatitis B, measles, mumps, rubella, varicella and seasonal influenza. All of these diseases are vaccine-preventable. Therefore, the following vaccinations are highly recommended for custody staff. If staff decline or refuse any of these recommended vaccines, an Immunization Declination Form is preferred.

- a) Hepatitis A;

- b) Hepatitis B;
- c) Varicella;
- d) Measles, Mumps, Rubella (MMR);
- e) Diphtheria, tetanus, a-cellular pertussis (DTAP).

Custody staff will provide immunization documentation or titer results to the IHSC Health Services Administrator or the contractor's designee for placement in the employee health file. CDC's Immunization of Health-Care Workers: Recommendations of the Advisory Committee on Immunization Practices (ACIP) and the Hospital Infection Control Practices Advisory Committee (HICPAC).

The Medical Record – Report of Medical Examination, Standard Form 88, shall evidence the physical fitness of each Detention Officer. If requested by the COR, the Contractor shall make medical records of contract employees available for review. The Contractor will keep one duplicate copy of each Standard Form 88. Prior to the officer's initial assignment or reassignment to the ICE site, the Contractor shall certify in writing to the COR that each Detention Officer is in full compliance with the following:

1. Detention Officers must be free from any serious physical illnesses, ailments, or maladies, including epilepsy. This also includes other diseases that may be transmitted to and result in the disablement of other persons.
2. Detention Officers are required to have the following: (a) correctable distant vision must be equal to or better than 20/20 in each eye; (b) binocular distant vision must be correctable to 20/20; (c) monocular vision is generally disqualifying; depth perception must be equal to or better than 70 seconds of arc; (d) peripheral vision must be normal; (e) color vision must be normal. Acceptable measure of color discrimination is the Ishihara color (14 plates). X-chrome lenses are not acceptable to ICE as a means of correcting color deficiencies. Any disease or condition, which interferes with a person's vision, may be considered disqualifying. Cases will be reviewed on a case-by-case basis by the COR.
3. Detention Officers are required to be able to hear in the frequency range from 500-2000 hertz (Hz), the deficit should not exceed 30 decibels in either ear. At 3000 Hz, the deficit should not exceed 40 decibels in either ear. Any disease or condition, which interferes with the ability to hear, may be considered disqualifying. Cases will be reviewed on a case-by-case basis by the COR.
4. Detention Officers shall not have heart, lung, skeletal, or other physical defects that would impair their ability to perform effectively in either normal or emergency situations.
5. Detention Officers shall possess unimpaired use of hands, arms, legs, and feet. Detention Officers shall be able to run when necessary and be capable of handling portable fire extinguishers, building fire hoses, and related equipment.
6. Detention Officers shall be able to wear all necessary equipment, or other protective items.
7. Officers shall be mentally alert and emotionally stable with an absence of detectable neurotic or psychoneurotic conditions that would affect their ability to act during a stressful situation involving mental stress.

8. As required by the Occupational Safety and Health Administration, 29 CFR, Part 1910.1035 (Occupational Exposure to Tuberculosis), all employees in occupations with high-risk exposure are required to have a TB Skin Test completed annually. The Contractor shall accomplish a baseline test on all newly hired employees. Each employee must have a TB Skin Test Certificate prior to entering on his/her first day of duty. The Contractor shall be responsible for re-testing of employees annually.
9. The Contractor shall report immediately any changes to (1) through (8) above, in a Detention Officer's health status to the COR. If the COR determines that Contractor employees do not meet minimum health standards, the Contractor's employee must undergo a "Fitness for Duty" examination at no cost to the Government.

D. Random Drug Testing

The Contractor shall have a random drug-screening program. ICE may require drug screening for cause at any time. The Contractor shall order and accomplish drug screening at the Contractor's expense. A laboratory approved by the National Institute of Drug Abuse (NIDA) must perform the screening. The Contractor shall provide the results of all such drug screening to the COR within 24 hours after receipt.

E. Contraband Program and Inspection

A contraband control program shall be established in accordance with ICE PBNDS on Contraband and the ACA standards on the control of contraband.

The Contractor's employees are subject to random contraband inspection in accordance with facility standards and policies. ICE may require contraband screening and inspection for cause at any time. Upon notification of a violation by the COR, the Contractor shall immediately remove the employee from performing duties under this contract. The Contractor shall revoke employees' credentials, complete required disposition, and immediately notify the COR when the employee is removed from duty.

F. Removal from Duty

If the COR or the Contractor receives and confirms disqualifying information concerning a Contractor employee, the Contractor shall, upon notification by the COR, immediately remove the employee from performing duties under this contract. The Contractor shall revoke the employee's identification credentials and complete any required dispositions. The Contractor shall immediately notify the COR when the employee is removed from duty. Disqualifying information includes but is not limited to the following:

1. Conviction of a felony, a crime of violence, domestic violence, or a serious misdemeanor within the last five (5) years.
2. Possessing a record of arrests for continuing offenses.
3. Falsification of information entered on suitability forms.
4. Non-payment of court ordered payments (child support, liens, etc.) or excessive delinquent debt as determined by credit check.

5. Misconduct or negligence in prior employment, which would, have a bearing on efficient service in the position in question, or would interfere with or prevent effective accomplishment by the employing agency of its duties and responsibilities.
6. Alcohol abuse of a nature and duration, which suggests that the applicant or appointee would be prevented from performing the duties of the position in question, or would constitute a direct threat to the property or safety of others.
7. Illegal use of narcotics, drugs, or other controlled substances, without evidence of substantial rehabilitation.
8. Introduction of contraband into or unto the facility.

ICE may direct the Contractor to remove any employee who has been disqualified either for security reasons or for being unfit to perform his/her duties as determined by the COR or the Contracting Officer. The Contractor shall take action immediately and notify the COR when the employee is removed from duty. A determination of being unfit for duty may be made from, but is not limited to, incidents of delinquency set forth below:

1. Violation of the Rules and Regulations Governing Detention facilities set forth in ICE Publications entitled "Detention Officer Handbook;"
2. Violation of the Rules and Regulations Governing Public Buildings and Grounds, 41 CFR 101-20.3;
3. Neglect of duty, including sleeping while on duty, loafing, unreasonable delays or failures to carry out assigned tasks, conducting personal affairs during official time, leaving post without relief, and refusing to render assistance or cooperation in upholding the integrity of the security program at the work sites;
4. Falsification or unlawful concealment, removal, mutilation, or destruction of any official documents or records, or concealment of material facts by willful omissions from official documents or records;
5. Theft, vandalism, immoral conduct, or any other criminal actions;
6. Possessing, selling, consuming, or being under the influence of intoxicants, drugs, contraband, or substances which produce similar effects;
7. Unethical or improper use of official authority or credentials;
8. Unauthorized use of communication equipment or government property;
9. Misuse of equipment or weapons;
10. Violations of security procedures or regulations;
11. Recurring tardiness;
12. Undue fraternization with detainees as determined by the COR;
13. Repeated failure to comply with visitor procedures as determined by the COR;
14. Performance, as determined by investigation by the Contracting Officer, involving acquiescence, negligence, misconduct, lack of diligence, good judgment, and/or good common sense resulting in, or contributing to, a detainee escape;

15. Failure to maintain acceptable levels of proficiency or to fulfill training requirements;
16. Changes in an employee's ability to meet the physical and/or mental health requirements of this contract;
17. Contractor employee who is under investigation by any law enforcement agency will be removed from duties pending outcome of the disposition.

At the direction of the COR, the Contractor shall reassign contract employees who have been arrested or who have alleged misconduct to duties that do not permit direct contact with detainees pending the disposition of the charges. Any alleged misconduct shall be reported immediately to the COR. If such reassignments are not available, the Contractor shall remove the employee from work under this contract and other ICE contracts.

G. Tour of Duty Restrictions

The Contractor shall not utilize any uniformed contractor employee to perform duties under this contract for more than 12 hours in any 24-hour period, and shall ensure that such employees have a minimum of eight hours off between shifts. Authorization is required from the COR prior to an employee performing services that exceed 12 hours. If an employee is performing other duties for either the Contractor or another employer, those hours shall count against the 12-hour limitation.

H. Dual Positions

In the event that a supervisory detention officer is not available for duty the Contractor shall provide a full-time supervisor as a replacement. A contract employee shall not hold the position of Detention Officer and Supervisory Detention Officer simultaneously. The COR will document and refer to the Contracting Officer the failure of the Contractor to provide necessary personnel to cover positions.

I. Post Relief

As indicated in the post orders, the Detention Officer shall not leave his or her post until relieved by another Detention Officer. The Contractor or Contractor's Supervisors authorize rest or relief periods, the Contractor shall assign undesignated officers to perform the duties of the Detention Officers on break.

J. Personnel Files

The Contractor shall maintain a system of personnel files, and make all personnel files available to the CO and the COR upon request. These files shall be maintained and current for the duration of the employee's tenure under the contract. The files shall contain verification of training and experience and credentials for all the staff.

K. Uniform Requirements

These requirements apply to Supervisory Detention Officers and Detention Officers who perform work under the contract.

1. Uniforms

The Contractor shall provide uniforms to its employees. The design and color of the Contractor's uniforms, patches, badges, and other identifiable markings shall not be similar in color or style to those worn by ICE officers. All officers performing under this contract shall wear uniforms of the same style and color while on duty. The rank of authority must be prominently displayed as part of each uniform. A shoulder patch should distinctly identify the Contractor. Uniforms and equipment do not have to be new, but shall be in good condition and meet the standards at start of duty. Officers not in proper uniform shall be considered "not ready for duty/not on duty" until properly uniformed. All uniforms shall be clean, neat, and in good order. Uniforms that are frayed, stained, faded, or considered too worn by the COR shall be replaced by the Contractor.

The complete uniform consists of seasonal attire that includes appropriate shirt, pants, belt, jacket, shoes or boots (mandatory), duty belt, mini-mag flashlight and holder, handheld radio handcuff holder, and key-holder. The Contractor shall ensure that each officer has a complete uniform while performing assignments under this contract.

Prior to the contract performance date, the Contractor shall document to the COR the uniform and equipment items that have been issued to each employee. The COR shall approve or disapprove any uniform apparel. The Contractor shall provide a submittal of the uniform or any uniform changes to the COR for approval.

2. Identification Credentials

The Contractor shall ensure that all employees both uniformed and non-uniformed (if applicable) have the required identification credentials in their possession while on the premises. The Contractor identification credential document shall contain the following:

- a) A photograph that is at least one inch square that shows the full face and shoulders of the employee and is no more than 30 days old when the Contractor issues the credential.
- b) A printed document that contains personal data and description consisting of the employee's name, gender, birth date, height, weight, hair color and eye color, as well as the date of issuance, the signature of the employee, and the signature of project manager or designated Contractor personnel.
- c) To avoid the appearance of having Government issued badges, the contractor shall not possess wallet type badges or credentials. All credentials shall be approved by the COR or other ICE designated official.

L. Permits and Licenses

1. Business Permits and Licenses

The Contractor shall obtain all required permits and licenses by the date of contract award. The Contractor must (depending on the state's requirements) be licensed as a qualified security service company in accordance with the requirements of the district, municipality, county, and state in which the ICE work site is located. Throughout the term of this contract, the Contractor shall maintain current permits/business licenses and make copies available for Government inspection. The Contractor shall comply with all applicable

federal, state, and local laws and all applicable Occupational Safety and Health Administration (OSHA) standards.

2. Licensing of Employees

The Contractor shall ensure each employee has registration, commissions, permits, and licenses as required by the district, municipality, county, and state in which ICE work site is performed prior to EOD. The Contractor shall verify all licenses and certifications. If applicable, all Contractor staff shall possess a current license/registration, in the state in which they are practicing.

3. Jurisdiction

The Contractor's authority under this contract is limited to space or posts that are under the charge and control of ICE. The Contractor shall not extend its services into any other areas.

M. Encroachment

Contractor employees shall not have access to Government equipment, documents, materials, and telephones for any purpose other than as authorized by ICE. Contractor employees shall not enter any restricted areas of the detention centers unless necessary for the performance of their duties.

N. Work Schedules

The Contractor shall follow the criteria described below when establishing work schedules, contact relief, rest periods, and starting and stopping work.

1. Post Work Schedules

One week in advance, the Contractor shall prepare supervisory and Detention Officer work schedules, for a two-week period, and shall post them in work areas or locker rooms. A manpower report shall be submitted to the COR on a monthly basis. Schedules shall be prepared on a form designated by ICE. Changes in duty hours shall also be posted on this form in sufficient time to ensure 24-hour advance notice. At the completion of each shift, the Contractor shall, upon request of the COR, also provide an employment report listing (copies of the sign-in sheets [GSA Form 139, Record of Arrival and Departure from Buildings during Security Hours] for each shift) for each employee who actually worked, work classification, post assignments, and hours worked, as well as total hours worked by supervisory and non-supervisory employees. A Contractor Supervisor shall conduct regular post checks to ensure personnel are on duty. When a contract employee is not being utilized at a given post, the Contractor at the direction of the COR or ICE Supervisor on Duty may reassign him/her to another post.

2. Starting and Stopping Work

The Contractor is responsible for all employees to be dressed in full uniform and ready to begin work promptly at the beginning of each shift. Each employee shall remain at the duty locations until the shift is completed.

a) **Recording Presence**

The Contractor shall direct its employees to sign in when reporting for work and to sign out when leaving at the end of their period of duty. The Contractor's supervisory and regular personnel are required to register at the applicable work site(s) and shall use GSA Form 139. The Government shall specify the registration points, which will be at the protected premises, and the Contractor shall utilize those points for this purpose.

Officers, working as supervisors, shall make the designation "Supervisor" in the rank column on GSA Form 139; all others will enter "On Duty." The applicable post or position numbers may be entered in the "relief" column after mutual concurrence between ICE and the Contractor.

Each line on GSA Form 139, or other forms designated by ICE must be completed in chronological order, without exception. Lines may not be left blank between signatures. If an entire line is used to enter a calendar date to separate individual workdays, a one-line limit for each date entered will be followed. Erasures, obliterations, superimposed, or double entries of any type on any one line are unacceptable and will not be processed for payment. If errors are made in signatures, times, post numbers, or duty status on this form, the next line immediately following the line containing such errors, will be used to record all corrected information. A single line will be drawn through the entire line on which such mistakes appear. The Contractor must attach a detailed memorandum explaining the reasons for the mistakes to each form containing erroneous entries.

b) **Rest Periods**

When the Contractor, or a contractor supervisor, authorizes rest and relief periods for the contract employees, a substitute officer shall be assigned to the duty location.

c) **Work Relief**

When the work assignments require that the Contractor's employees do not leave the assigned duty locations until a substitute officer has provided relief, this condition shall be explicitly stated on GSA Form 2580, Guard Post Assignment Record, or other forms designated by ICE COR. The Contractor shall enforce the procedure without exceptions.

O. TRAINING

All training shall be conducted in accordance with the ICE PBNDS on Staff Training. Detention Officers shall not perform duties under this contract until they have successfully completed all initial training and the COR receives written certification from the Contractor. Any remuneration or pay due to the Contractor employee in accordance with U.S. Department of Labor regulations for any training time is the responsibility of the Contractor. Alternative or E-training techniques, unless approved in writing by the CO via the COR, shall not be used. The training site shall be provided at no additional cost to the Government.

a. General Training Requirements

All Officers must have the training described in the ACA Standards and in this sub-section. The Contractor shall provide the required refresher courses or have an institution acceptable to the COR to provide the training. Failure of any employee to complete training successfully is sufficient reason to disqualify him or her from duty.

All new Detention Officers will receive 60 hours of basic training, not to include firearms, prior to EOD and 40 hours of on-the-job training. The Contractor's Training Officer will be responsible for administering an on-the-job training program for new employees. A senior Detention Officer, at all times during this latter 40-hour period, must accompany the Detention Officers. The Contractor's Training Officer shall send a copy of the documentation to the COR upon successful completion of the employee's on-the-job training.

In addition, after completion of the first 100 hours of training, the Contractor has 60 days to complete an additional 40 hours of training for each employee. During the remainder of the first year on duty, the Contractor shall cause the employee to have an additional 40 hours of training for a total of 180 hours within the first year of employment. The training program must directly relate to the employee's assigned position and afford application of necessary job skills.

1. Basic Training Subjects

Officers must complete the training required in accordance with the ACA and ICE PBNDS. Required training may include but not be limited to the following:

- | | |
|---|-------|
| a) In-service Orientation/Social Diversity | 2 HRS |
| b) Counseling Techniques/Suicide Prevention and Intervention* | 2 HRS |
| c) Conduct/Duties/Ethics and Courtroom Demeanor | 2 HRS |
| d) Bomb Defense and Threats | 1 HR |
| e) Telephone Communications/Radio Procedures | 1 HR |
| f) Annual IT Security Training | 1 HR |
| g) Fire and other Emergency Procedures | 2 HRS |
| h) Treatment and Supervision of Detainees | 2 HRS |
| i) ICE Use of Force Policy | 2 HRS |
| j) Security Methods/Key Control/Count | 1 HR |

k) Procedures/Observational Techniques	4 HRS
l) EEO/Sexual Harassment	2 HRS
m) Detainee Escort Techniques	1 HR
n) ICE Paperwork/Report Writing	2 HRS
o) Detainee Searches/Detainee Personal Property	4 HRS
p) Property/Contraband	2 HRS
q) Detainee Rules and Regulations	2 HRS
r) First Aid*	4 HRS
s) Cardiopulmonary Resuscitation (CPR)*	4 HRS
t) Blood-borne Pathogens*	2 HRS
u) Self Defense	8 HRS
v) Use of Restraints	5 HRS
w) Firearms Training**	
x) Sexual Abuse/Assault Prevention and Intervention*	2 HRS
y) ICE National Detention Standards	2 HRS

All training shall be conducted in a classroom or on-the-job training environment and shall be in accordance with the ACA and PBNDS. On-line training is specifically prohibited to meet these requirements, unless approved in writing by the COR.

** Critical Training Subjects*

*** Firearm Training for Detention Officers who are required to provide Armed Transportation shall be in accordance with state licensing requirements. The Contractor shall certify proficiency semi-annually.*

2. Refresher Training

Every year the Contractor shall conduct 40 hours of Refresher Training for all Detention Officers including Supervisory Detention Officers. Refresher training shall consist of these critical subjects listed above and a review of basic training subjects and others as approved by ICE.

The Contractor shall coordinate recertification in CPR and First Aid with the ICE training staff. This training shall be provided at no cost to the Government. Annually, upon completion, the Contractor shall provide documentation of refresher training to the COR.

In addition to the refresher training requirements for all Detention Officers, supervisors must receive refresher training relating to supervisory duties.

3. On-the-Job Training

After completion of the minimum of 60 hours basic training, all Detention Officers will receive an additional 40 hours of on-the-job training at specific post positions.

This training includes:

- a) Authority of supervisors and organizational code of conduct.
- b) General information and special orders.
- c) Security systems operational procedures.
- d) Facility self-protection plan or emergency operational procedures.
- e) Disturbance Control Team training.

4. Training During Initial 60 Day Period

The Contractor shall provide an additional 40 hours of training for Detention Officers within 60 days after completion of first 100 hours of training. The Contractor shall provide the training format and subjects, for approval by the COR and/or CO, prior to the commencement of training.

5. Basic First Aid and CPR Training

All Contractor employees shall be trained in basic first aid and CPR. They must be able to:

- a) Respond to emergency situations within four minutes.
- b) b. Perform cardiopulmonary resuscitation (CPR).
- c) c. Recognize warning signs of impending medical emergencies.
- d) d. Know how to obtain medical assistance.
- e) e. Recognize signs and symptoms of mental illness.
- f) f. Administer medication.
- g) Know the universal precautions for protection against blood-borne diseases.

b. Supervisory Training

All new Supervisory Detention Officers assigned to perform work under this contract must successfully complete a minimum of 40 hours of formal supervisory training provided by the Contractor prior to assuming duties. This training is in addition to mandatory training requirements for Detention Officers. Supervisory training shall include the following management areas:

- | | |
|---|-------|
| 1. Techniques for issuing written and verbal orders | 2 HRS |
| 2. Uniform clothing and grooming standards | 1 HR |
| 3. Security Post Inspection procedures | 2 HRS |
| 4. Employee motivation | 1 HR |
| 5. Scheduling and overtime controls | 2 HRS |
| 6. Managerial public relations | 4 HRS |
| 7. Supervision of detainees | 4 HRS |
| 8. Other company policies | 4 HRS |

Additional classes are at the discretion of the Contractor with the approval of the COR.

The Contractor shall submit documentation to the COR, to confirm that each supervisor has received basic training as specified in the basic training curriculum.

c. Proficiency Testing

The Contractor shall give each Detention Officer a written examination following each training class to display proficiency. The Contractor may give practical exercises when appropriate.

d. Certified Instructors

Certified instructors shall conduct all instruction and testing. A state or nationally recognized institution shall certify instructors unless otherwise approved in writing by the COR. Certifications of instructors may be established by documentation of past experience in teaching positions or by successful completion of a course of training for qualifying personnel as instructors. The COR must approve the instructor prior to the training course.

e. Training Documentation

The Contractor shall submit a training forecast and lesson plans to the COR or ICE designee, at least 30 days prior to all training. The training forecast shall provide date, time, and location of scheduled training and afford the COR observation/evaluation opportunity.

The Contractor shall certify and submit the training hours, type of training, date and location of training, and name of the instructor monthly for each employee to the COR or ICE designee.

X. PROPERTY ACCOUNTABILITY

A. General

The Contractor personnel shall not permit any Government property to be taken away or removed from the premises.

The Contractor shall enact practices to safeguard and protect Government property against abuse, loss, or any other such incidents. Government property shall be used only for official business.

All Government property furnished under this contract shall remain property of the Government throughout the contract term. ICE shall maintain a written inventory of all Government property issued to the Contractor for performance hereunder. Upon expiration or termination of this contract, the Contractor shall render a written accounting to the COR of all such property. The Contractor shall assume all risk, and shall be responsible for any damage to or loss of Government furnished property used by Contractor employees. Normal wear and tear will be allowed.

The Contractor, upon expiration or termination of services, shall immediately transfer to the COR, any and all Government property in its possession or in the possession of any individuals or organizations under its control, except as otherwise provided for in this contract. The Contractor shall cooperate fully in transferring property to the successor Contractor. The Government shall withhold final payment until adjustments are made for any lost property.

XI. FIREARMS / BODY ARMOR

A. Firearms Requirements

The Contractor shall provide new firearms and maintain sufficient licensed firearms and ammunition to equip each armed Detention Officer and armed supervisor(s) with a licensed weapon while on duty. Firearms may be re-issued to new replacement employees throughout the life of the contract as long as the firearm is in serviceable condition. See **Section J, Attachment 6**.

Personal firearms shall not be used. A licensed gunsmith, in writing, shall certify all firearms safe and accurate.

Firearms shall be standard police service-type, semi-automatic capable of firing hollow-point ammunition that meets the recommendations of the firearms manufacturer. Ammunition will be factory load only – no reloads. The Contractor shall adhere to the manufacturer's specifications regarding ammunition retention, e.g., ammunition shall be properly rotated and older ammunition utilized prior to utilization of newer ammunition.

The Contractor shall provide sufficient ammunition for each armed Detention Officer, including uniformed contract supervisor(s); they shall be issued three full magazines.

The Contractor shall account for all firearms and ammunition daily.

If any weapons or ammunition are missing from the inventory, the COR shall be notified immediately.

All firearms shall be licensed by the State.

Firearms shall be inspected. This shall be documented by the Warden/Facility Director.

Loading, unloading, and cleaning of the firearms shall only take place in designated areas.

The firearms shall be cleaned and oiled as appropriate to ensure optimum operating conditions.

Firearms shall be carried with the safety on, if applicable, with a round in the chamber.

The Contractor shall maintain appropriate and ample supplies of firearms' upkeep and maintenance equipment (cleaning solvents, lubricating oil, rods, brushes, patches, and other normal maintenance tools).

The Contractor shall provide a complete listing of licensed firearms by serial numbers and by each safe location to the COR prior to beginning performance under this contract.

These lists shall be kept current through the terms of the contract and posted within each firearm's safe.

The Contractor shall obtain and maintain on file appropriate State and municipality permits and weapons permits for each officer.

A copy of this permit shall be provided to the COR at least three working days prior to the anticipated assignment date of any individual.

The Contractor shall ensure that its employees have all permits and licenses in their possession at all times while in performance of this contract.

The Contractor shall provide safes/vaults for storage of firearms and ammunition, for each location where firearms are issued or exchanged, which meet agency requirements and are approved for the storage of firearms and ammunition.

The COR is responsible for approving the proposed safes/vaults prior to usage. Contract supervisors and guards shall make accurate receipt and return entries on a Firearms and Equipment Control Register.

Except when issuing or returning ammunition or firearms, each safe/vault shall remain locked at all times.

The Contractor shall be responsible for having the combination of each safe/vault changed at least once every six months, or more often if circumstances warrant.

The Contractor shall certify firearms training to the COR.

The Contractor shall certify proficiency semi-annually.

The Contractor shall provide an ICE approved intermediate weapon(s).

The Contractor shall assign one or more contractor staff to the positions of:

1. Ammunition Control Officer, and
2. Firearms Control Officer, per ICE PBNDS.

B. Body Armor Requirements

The Contractor shall provide body armor to all armed Detention Officers and armed supervisor(s). Body armor shall be worn while on armed duty. The body armor shall meet all requirements as set forth in the ICE Body Armor Policy. See **Section J, Attachment 3**.

The Contractor shall procure replacement body armor if the body armor becomes unserviceable, ill-fitting, worn/damaged, or at the expiration of service life.

All armed Detention Officers and armed supervisors need to be made aware of the health risks associated with the wearing of body armor in high heat/high humidity conditions and/or during strenuous exertion. When Detention Officers and supervisors are required to wear body armor, they shall be provided opportunities to re-hydrate and remove the body armor as necessary.

The use of personally-owned body armor is not authorized.

SECTION D: PACKAGING & MARKINGS

This Section is left intentionally blank.

SECTION E: INSPECTION AND ACCEPTANCE

E.1 CLAUSES INCORPORATED BY REFERENCE (FAR 52.252-2) (FEB 1998)

This contract incorporates the following clauses by reference with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. Also, the full text can be accessed electronically at this internet address:

<http://acquisition.gov/far/index.html>.

Clause Number	Clause Title	Date
52.246-4	Inspection of Services – Fixed Price	Aug 1996

E.2 INSPECTION REQUIREMENTS

Review of Deliverables ---

- (a) The COR will provide written acceptance, comments and/or change requests, if any, within thirty (30) business days from receipt by the Government of the initial deliverable.
- (b) Upon receipt of the Government comments, the Contractor shall have fifteen (15) business days to incorporate the Government's comments and/or change requests and to resubmit the deliverable in its final form.
- (c) If written acceptance, comments and/or change requests are not issued by the Government within thirty (30) calendar days of submission, the draft deliverable shall be deemed acceptable as written and the Contractor may proceed with the submission of the final deliverable product. The Contractor shall provide all deliverables to the COR in Microsoft Excel, PowerPoint or Word format.

E.3 ACCEPTANCE CRITERIA

The Government will provide written notification of acceptance or rejection of all final deliverables within thirty (30) calendar days. Absent written notification, final deliverables may be construed as accepted. All notifications of rejection will be accompanied with an explanation of the specific deficiencies causing the rejection.

SECTION F: DELIVERIES OR PERFORMANCE

F.1 CLAUSES INCORPORATED BY REFERENCE (FAR 52.252-2) (FEB 1998)

This contract incorporates the following clauses by reference with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. Also, the full text can be accessed electronically at this internet address:

<http://acquisition.gov/far/index.html>.

Clause Number	Clause Title	Date
52.242-15	Stop Work Order	Aug 1989
52.242-17	Government Delay of Work	Apr 1984

F.2 PERIOD OF PERFORMANCE

Schedule Option A

The term of this Contract will be for an approximate 3 -month base period and 3 six-month option periods.

Period of Performance	Dates
Base Period	December 13, 2016-March 31, 2017
<i>In Accordance with FAR 52.217-9</i>	
Option 1	April 1, 2017-September 30, 2017
Option 2	October 1, 2017-March 31, 2018
Option 3	April 1, 2018-September 30, 2018
<i>In Accordance with FAR 52.217-8</i>	
	October 1, 2018 – March 31, 2019

Schedule Option B: The pricing structure consists of a 3 month base period and 3 six-month option periods.

F.3 PLACE OF PERFORMANCE:

The facility will be located at 2240 Hubbard Drive, Youngstown, Ohio 44505.

F.4 CONTRACTOR EVALUATING PROCUDURES

Performance ratings will be input into the Contractor Past Performance Assessment Reporting System (CPARS) as outlined in FAR 42.1502. The CPARS website is located:

<http://www.cpars.csd.disa.mil/cparsmain.htm>

SECTION G: CONTRACT ADMINISTRATION DATA

G.1 CONTRACT ADMINISTRATION

Notwithstanding the Contractor's responsibility for total management responsibility during the performance of this contract, the administration of the contract will require maximum coordination between the ICE and the Contractor.

The individuals outlined in Section G will be the Government points of contact during the performance of this contract for their respective roles as identified herein:

(b)(6),(b)(7)(C) **Contract Specialist**

Phone: 313-446-

Email: (b)(6),(b)(7)(C)

(b)(6),(b)(7)(C) **Contracting Officer**

Phone: 202-732-

Email: (b)(6),(b)(7)(C)

G.2 CONTRACTING OFFICER'S REPRESENTATIVE

The following individual is designated and authorized by the CO to perform contract administration functions related to the technical performance of this contract.

(b)(6),(b)(7)(C)

Phone: 313-446-

Email: (b)(6),(b)(7)(C)

(a) The Contracting Officer (CO) may designate Government personnel to act as the Contracting Officer's Representative (COR) to perform functions under the contract such as review or inspection and acceptance of supplies, services, including construction, and other functions of a technical nature. The CO will provide a written notice of such designation to the Contractor within five working days after contract award or for construction, not less than five working days prior to giving the contractor the notice to proceed. The designation letter will set forth the authorities and limitations of the COR under the contract.

(b) The CO cannot authorize the COR or any other representative to sign documents, such as contracts, contract modifications, etc., that require the signature of the CO.

G.3 INVOICE REQUIREMENTS

In accordance with Section G, Contract Administration Data, invoices shall now be submitted via one of the following three methods:

- a. By mail:

DHS, ICE
Debt Management Center
PO Box 1620
Williston, Vt. 05595-1279
Attn: ICE-ERO-FOD-FDT

b. By facsimile (fax) at: 802-288-(b)(6),(b)(7)(C) include a cover sheet with point of contact & # of pages)

c. By e-mail at: (b)(6),(b)(7)(C)

Invoices submitted by other than these three methods will be returned. Contractor Taxpayer Identification Number (TIN) must be registered in the Central Contractor Registration (<http://www.ccr.gov>) prior to award and shall be notated on every invoice submitted to ICE/OAQ. The ICE program office identified in the delivery order/contract shall also be notated on every invoice.

In accordance with Section I, Contract Clauses, FAR 52.232-25 (a)(3), Prompt Payment, as applicable, the information required with each invoice submission is as follows:
An invoice must include:

- (i) Name and address of the Contractor;
- (ii) Invoice date and number;
- (iii) Contract number, contract line item number and, if applicable, the order number;
- (iv) Description, quantity, unit of measure, unit price and extended price of the items delivered;
- (v) Shipping number and date of shipment, including the bill of lading number and weight of shipment if shipped on Government bill of lading;
- (vi) Terms of any discount for prompt payment offered;
- (vii) Name and address of official to whom payment is to be sent;
- (viii) Name, title, and phone number of person to notify in event of defective invoice; and
- (ix) Taxpayer Identification Number (TIN). The Contractor shall include its TIN on the invoice only if required elsewhere in this contract. (See paragraph 1 above.)
- (x) Electronic funds transfer (EFT) banking information.
 - The Contractor shall include EFT banking information on the invoice only if required elsewhere in this contract.

- If EFT banking information is not required to be on the invoice, in order for the invoice to be a proper invoice, the Contractor shall have submitted correct EFT banking information in accordance with the applicable solicitation provision, contract clause (e.g., 52.232-33, Payment by Electronic Funds Transfer; System for Award Management, or 52.232-34, Payment by Electronic Funds Transfer; Other Than System for Award Management), or applicable agency procedures.
- EFT banking information is not required if the Government waived the requirement to pay by EFT.

Invoices without the above information may be returned for resubmission.

The preferred method of submittal is via email.

SECTION H: SPECIAL CONTRACT REQUIREMENTS

H.1 CONTRACTOR'S INSURANCE

The Contractor shall maintain insurance in an amount not less than \$3,000,000 to protect the Contractor from claims under workman's compensation acts and from any other claims for damages for personal injury, including death which may arise from operations under this contract whether such operations by the Contractor itself or by any subcontractor or anyone directly or indirectly employed by either business entity. The Contractor shall maintain General Liability insurance: bodily injury liability coverage written on a comprehensive form of policy of at least \$500,000 per occurrence is required.

Additionally, an automobile liability insurance policy providing for bodily injury and property damage liability covering automobiles operated in the United States shall provide coverage of at least \$200,000 per person and \$500,000 per occurrence for bodily injury and \$20,000 per occurrence for property coverage. Certificates of such insurance shall be subject to the approval of the CO for adequacy of protection. All insurance certificates required under this contract shall provide 30 days advance notice to the Government of any contemplated cancellation.

The Contractor shall provide that all staff having access to detainee monies and valuables are bonded in an amount sufficient to ensure reimbursement to the detainee by the Contractor in case of loss.

H.2 SECURITY REQUIREMENTS

H.2.1 GENERAL

The United States Immigration and Customs Enforcement (ICE) has determined that performance of the tasks as described in Contract HSCEDM-17-D-00001 requires that the Contractor, subcontractor(s), vendor(s), etc. (herein known as Contractor) have access to sensitive DHS information, and that the Contractor will adhere to the following.

H.2.2 PRELIMINARY DETERMINATION

ICE will exercise full control over granting; denying, withholding or terminating unescorted government facility and/or sensitive Government information access for Contractor employees, based upon the results of a background investigation. ICE may, as it deems appropriate, authorize and make a favorable expedited pre-employment determination based on preliminary security checks. The expedited pre-employment determination will allow the employees to commence work temporarily prior to the completion of the full investigation. The granting of a favorable pre-employment determination shall not be considered as assurance that a favorable full employment determination will follow as a result thereof. The granting of a favorable pre-employment determination or a full employment determination shall in no way prevent, preclude, or bar the withdrawal or termination of any such access by ICE, at any time during the term of the contract. No employee of the Contractor shall be allowed to enter on duty and/or access sensitive information or systems without a favorable preliminary fitness determination or final fitness determination by the Office of Professional Responsibility, Personnel Security Unit (OPR-PSU). No employee of the Contractor shall be allowed unescorted access to a Government facility without

a favorable pre-employment determination or full employment determination by the OPR-PSU. Contract employees are processed under the ICE Management Directive 6-8.0. The contractor shall comply with the pre-screening requirements specified in the DHS Special Security Requirement – Contractor Pre-Screening paragraph located in this contract See **Section J, Attachment 9**, if HSAR clauses 3052.204-70, Security Requirements for Unclassified Information Technology (IT) Resources; and/or 3052.204-71, Contractor Employee Access are included in the Clause section of this contract.

H.2.3 BACKGROUND INVESTIGATIONS

Contract employees (to include applicants, temporaries, part-time and replacement employees) under the contract, needing access to sensitive information, shall undergo a position sensitivity analysis based on the duties each individual will perform on the contract. The results of the position sensitivity analysis shall identify the appropriate background investigation to be conducted. Background investigations will be processed through the Personnel Security Unit. Prospective Contractor employees shall submit the following completed forms to the Personnel Security Unit through the Contracting Offices Representative (COR), no less than 35 days before the starting date of the contract or 5 days prior to the expected entry on duty of any employees, whether a replacement, addition, subcontractor employee, or vendor:

1. Standard Form 85P (Standard Form 85PS (With supplement to 85P required for armed positions)), “Questionnaire for Public Trust Positions” Form will be submitted via e-QIP (electronic Questionnaires for Investigation Processing) Archival Copy. **(One e-copy uploaded into e-QIP database and one Copy to COR for forwarding to PSU)**
2. Signature Forms generated from e-QIP database upon completion of Questionnaire. (e-signature acceptable) **(One e-copy uploaded into e-QIP database and one Copy to COR for forwarding to PSU)**
3. SF 87 (Rev. March 2013), “Fingerprint Card” **(Two Original Cards to COR for forwarding to PSU)**
4. Foreign National Relatives or Associates Statement. **(One e-copy uploaded into e-QIP database and one Copy to COR for forwarding to PSU)**
5. DHS 11000-9, “Disclosure and Authorization Pertaining to Consumer Reports Pursuant to the Fair Credit Reporting Act” **(One e-copy uploaded into e-QIP database and one Copy to COR for forwarding to PSU)**
6. Optional Form 306 Declaration for Federal Employment (applies to contractors as well) **(One e-copy uploaded into e-QIP database and one Copy to COR for forwarding to PSU)**

Prospective Contractor employees who currently have an adequate current investigation and security clearance issued by the Department of Defense Central Adjudications Facility (DoD CAF) or by another Federal Agency may not be required to submit complete security packages, and the investigation will be accepted for adjudication under reciprocity.

An adequate and current investigation is one where the investigation is not more than five years old and the subject has not had a break in service of more than two years.

Required forms will be provided by ICE at the time of award of the contract. Only complete packages will be accepted by the OPR-PSU. Specific instructions on submission of packages will be provided upon award of the contract.

Be advised that unless an applicant requiring access to sensitive information has resided in the US for three of the past five years, the Government may not be able to complete a satisfactory background investigation. In such cases, DHS retains the right to deem an applicant as ineligible due to insufficient background information.

The use of Non-U.S. citizens, including Lawful Permanent Residents (LPRs), is not permitted in the performance of this contract for any position that involves access to DHS /ICE IT systems and the information contained therein, to include, the development and / or maintenance of DHS/ICE IT systems; or access to information contained in and / or derived from any DHS/ICE IT system.

H.2.4 TRANSFERS FROM OTHER DHS CONTRACTS:

Personnel may transfer from other DHS Contracts provided they have an adequate and current investigation (see above). If the prospective employee does not have an adequate and current investigation an eQip Worksheet will be submitted to the Intake Team to initiate a new investigation.

Transfers will be submitted on the COR Transfer Form which will be provided by the Dallas PSU Office along with other forms and instructions.

H.2.5 CONTINUED ELIGIBILITY

If a prospective employee is found to be ineligible for access to Government facilities or information, the COR will advise the Contractor that the employee shall not continue to work or to be assigned to work under the contract.

The OPR-PSU may require drug screening for probable cause at any time and/ or when the contractor independently identifies, circumstances where probable cause exists.

The OPR-PSU will conduct reinvestigations every 5 years, or when derogatory information is received, to evaluate continued eligibility.

ICE reserves the right and prerogative to deny and/ or restrict the facility and information access of any Contractor employee whose actions are in conflict with the standards of conduct, 5 CFR 2635 and 5 CFR 3801, or whom ICE determines to present a risk of compromising sensitive Government information to which he or she would have access under this contract.

H.2.6 REQUIRED REPORTS:

The Contractor will notify OPR-PSU, via the COR, of terminations/resignations of contract employees under the contract within five days of occurrence. The Contractor will return any ICE issued identification cards and building passes, of terminated/ resigned employees to the COR. If an identification card or building pass is not available to be returned, a report must be submitted to the COR, referencing the pass or card number, name of individual to whom issued, the last known location and disposition of the pass or card. The COR will return the identification cards and building passes to the responsible ID Unit.

The Contractor will report any adverse information coming to their attention concerning contract employees under the contract to the OPR-PSU, via the COR, as soon as possible. Reports based on rumor or innuendo should not be made. The subsequent termination of employment of an employee does not obviate the requirement to submit this report. The report shall include the employees' name and social security number, along with the adverse information being reported.

The Contractor will provide, via the COR, a Quarterly Report containing the names of personnel who are active, pending hire, have departed within the quarter or have had a legal name change (Submitted with documentation) . The list shall include the Name, Position and SSN (Last Four) and should be derived from system(s) used for contractor payroll/voucher processing to ensure accuracy.

CORs will submit reports to psu-industrial-security@ice.dhs.gov

H.2.7 EMPLOYMENT ELIGIBILITY

The contractor will agree that each employee working on this contract will successfully pass the DHS Employment Eligibility Verification (E-Verify) program operated by USCIS to establish work authorization.

The E-Verify system, formerly known as the Basic Pilot/Employment Eligibility verification Program, is an Internet-based system operated by DHS USCIS, in partnership with the Social Security Administration (SSA) that allows participating employers to electronically verify the employment eligibility of their newly hired employees. E-Verify represents the best means currently available for employers to verify the work authorization of their employees.

The Contractor must agree that each employee working on this contract will have a Social Security Card issued and approved by the Social Security Administration. The Contractor shall be responsible to the Government for acts and omissions of his own employees and for any Subcontractor(s) and their employees.

Subject to existing law, regulations and/ or other provisions of this contract, illegal or undocumented aliens will not be employed by the Contractor, or with this contract. The Contractor will ensure that this provision is expressly incorporated into any and all Subcontracts or subordinate agreements issued in support of this contract.

H.2.8 SECURITY MANAGEMENT

The Contractor shall appoint a senior official to act as the Corporate Security Officer. The individual will interface with the OPR-PSU through the COR on all security matters, to include physical, personnel, and protection of all Government information and data accessed by the Contractor.

The COR and the OPR-PSU shall have the right to inspect the procedures, methods, and facilities utilized by the Contractor in complying with the security requirements under this contract. Should the COR determine that the Contractor is not complying with the security requirements of this contract, the Contractor will be informed in writing by the Contracting Officer of the proper action to be taken in order to effect compliance with such requirements.

The following computer security requirements apply to both Department of Homeland Security (DHS) U.S. Immigration and Customs Enforcement (ICE) operations and to the former Immigration and Naturalization Service operations (FINS). These entities are hereafter referred to as the Department.

H.2.9 INFORMATION TECHNOLOGY

When sensitive government information is processed on Department telecommunications and automated information systems, the Contractor agrees to provide for the administrative control of sensitive data being processed and to adhere to the procedures governing such data as outlined in *DHS IT Security Program Publication DHS MD 4300.Pub. or its replacement*. Contractor personnel must have favorably adjudicated background investigations commensurate with the defined sensitivity level.

Contractors who fail to comply with Department security policy are subject to having their access to Department IT systems and facilities terminated, whether or not the failure results in criminal prosecution. Any person who improperly discloses sensitive information is subject to criminal and civil penalties and sanctions under a variety of laws (e.g., Privacy Act).

H.2.10 INFORMATION TECHNOLOGY SECURITY TRAINING AND OVERSIGHT

In accordance with Chief Information Office requirements and provisions, all contractor employees accessing Department IT systems or processing DHS sensitive data via an IT system will require an ICE issued/provisioned Personal Identity Verification (PIV) card. Additionally, Information Assurance Awareness Training (IAAT) will be required upon initial access and annually thereafter. IAAT training will be provided by the appropriate component agency of DHS.

Contractors, who are involved with management, use, or operation of any IT systems that handle sensitive information within or under the supervision of the Department, shall receive periodic training at least annually in security awareness and accepted security practices and systems rules of behavior. Department contractors, with significant security responsibilities, shall receive specialized training specific to their security responsibilities annually. The level of training shall be commensurate with the individual's duties and responsibilities and is intended to promote a

consistent understanding of the principles and concepts of telecommunications and IT systems security.

All personnel who access Department information systems will be continually evaluated while performing these duties. Supervisors should be aware of any unusual or inappropriate behavior by personnel accessing systems. Any unauthorized access, sharing of passwords, or other questionable security procedures should be reported to the local Security Office or Information System Security Officer (ISSO).

H.3 E-VERIFY

The Contractor shall use the E-Verify Program online at: <https://e-verify.uscis.gov/enroll/>. This site provides instructions for completing the Memorandum of Understanding (MOU) for official registration in the Program. Contractors may also obtain additional information about E-Verify by visiting the U.S. Citizen and Immigration Services (USCIS) website at: <http://www.dhs.gov/e-verify> or calling USCIS at (888)464-4218.

NOTE REGARDING SECURITY PACKET SUBMISSION

PSU understands that the COR for this contract effort will not be working at the facility location.

The following steps can be taken to facilitate security packet submission:

Applicants can present an electronic security packet (elements are outlined in the security language and are provided to the applicant by our Intake Team) to the COR via e-mail for forwarding to PSU. ENSURE ELECTRONIC DOCUMENTS ARE ENCRYPTED WITH PASSWORD SENT SEPARATELY. Submission via the COR ensures that the candidate is endorsed by the COR for vetting and facilitates tracking within the program office of applicants throughout the vetting process. The only security packet element that cannot be forwarded electronically is the fingerprint cards. The vendor can mail fingerprint cards directly to PSU upon knowledge of the security packet being forwarded to the COR for review and submission. Please have the COR provide a tracking number for cards when sent and indicate that they are for applicants supporting the Youngstown, Ohio location.

DHS/ICE/PSU
4050 Alpha Road
Ste. 1200
Attn: Intake – Youngstown Facility
Farmers Branch, TX 75244

SECTION I: CONTRACT CLAUSES

I.1 CLAUSES INCORPORATED BY REFERENCE (FAR 52.252-2) (FEB 1998)

This contract incorporates the following clauses by reference with the same force and effect as if they were given in full text. Upon request, the CO will make their full text available. Also, the full text can be accessed electronically at this internet address:

<http://acquisition.gov/far/index.html>.

Number	Titles	DATE
52.202-1	Definitions	Nov 2013
52.203-2	Certificate of Independent Price Determination	Apr 1985
52.203-3	Gratuities	Apr 1984
52.203-5	Covenant Against Contingent Fees	May 2014
52.203-6	Restrictions on Subcontractor Sales to the Government	Sep2006
52.203-7	Anti-Kickback Procedures	May 2014
52.203-8	Cancellation, Recession, and Recovery of Funds for Illegal or Improper Activity	May 2014
52.203-10	Price or Fee Adjustment for Illegal or Improper Activity	May 2014
52.203-12	Limitations on Payments to Influence Certain Federal Transactions	Oct 2010
52.203-13	Contractor Code of Business Ethics and Conduct	Oct 2015
52.203-17	Contractor Employee Whistleblower Rights and Requirement to Inform Employees of Whistleblower Rights	Apr 2014
52.204-2	Security Requirements	Aug 1996
52.204-4	Printed or Copied Double-Sided on Postconsumer Fiber Content Paper	May 2011
52.204-7	System for Award Management	Jul 2013
52.204-9	Personal Identity Verification of Contractor Personnel	Jan 2011
52.204-10	Reporting Executive Compensation and First-Tier Subcontract Awards	Oct 2015
52.204-13	System for Award Management Maintenance	Jul 2013
52.204-15	Service Contract Reporting Requirements for Indefinite - Delivery Contracts	Jan 2014
52.209-6	Protecting the Government's Interest When Subcontracting with Contractors Debarred, Suspended, or Proposed for Debarment	Oct 2015
52.209-9	Updates of Publicly Available Information Regarding Responsibility Matters	Jul 2013

Number	Titles	DATE
52.210-1	Market Research	Apr 2011
52.215-2	Audit and Records – Negotiations	Oct 2010
52.215-8	Order of Precedence – Uniform Contract Format	Oct 1997
52.215-10	Price Reduction for Defective Cost or Pricing Data	Aug 2011
52.215-12	Subcontractor Cost or Pricing Data	Oct 2010
52.215-14	Integrity of Unit Prices	Oct 2010
52.215-15	Pension Adjustments and Asset Reversions	Oct 2010
52.215-18	Revisions for Adjustment of Plans for Postretirement Benefits (PRB) Other than Pension	Jul 2005
52.215-19	Notification of Ownership Changes	Oct 1997
52.216-18	Ordering	Oct 1995
52.219-8	Utilization of Small Business Concerns	Oct 2014
52.219-9	Small Business Subcontracting Plan	Oct 2015
52.222-3	Convict Labor	Jun 2003
52.222-4	Contract Work Hours and Safety Standards Act – Overtime Compensation	May 2014
52.222-17	Non-displacement of Qualified Workers	May 2014
52.222-21	Prohibition of Segregated Facilities	Apr 2015
52.222-26	Equal Opportunity	Apr 2015
52.222-35	Equal Opportunity for Veterans	Oct 2015
52.222-36	Affirmative Action for Workers with Disabilities	Jul 2014
52.222-37	Employment Reports on Veterans	Oct 2015
52.222-41	Service Contract Labor Standards	May 2014
52.222-43	Fair Labor Standards Act and Service Contract Labor Standards - Price Adjustment (Multiple Year and Option Contracts)	May 2014
52.222-50	Combating Trafficking in Persons	Mar 2015
52.223-2	Affirmative Procurement of Bio-based Products Under Service or Construction Contracts	Sep 2013
52.223-5	Pollution Prevention and Right-To-Know Information	May 2011
52.223-6	Drug-Free Workplace	May 2001
52.223-12	Refrigeration Equipment and Air Conditioners	Jun 2016
52.223-15	Energy Efficiency in Energy-Consuming Products	Dec 2007
52.223-17	Affirmative Procurement of EPA-Designated Items In Service and Construction Contracts	May 2008

Number	Titles	DATE
52.223-18	Contractor Policies to Ban Text Messaging While Driving	Aug 2011
52.223-19	Compliance with Environmental Management Systems	May 2011
52.224-1	Privacy Act Notification	Apr 1984
52.224-2	Privacy Act	Apr 1984
52.225-13	Restrictions on Certain Foreign Purchases	Jun 2008
52.227-1	Authorization and Consent	Dec 2007
52.230-2	Cost Accounting Standards	Oct 2015
52.230-6	Administration of Cost Accounting Standards	Jun 2010
52.232-1	Payments	Apr 1984
52.232-8	Discounts for Prompt Payment	Feb 2002
52.232-9	Limitation on Withholding of Payments	Apr 1984
52.232-11	Extras	Apr 1984
52.232-17	Interest	May 2014
52.232-18	Availability of Funds	Apr 1984
52.232-23	Assignment of Claims	May 2014
52.232-25	Prompt Payment	Jul 2013
53.232-33	Payment by Electronic Funds - System for Award Management	Jul 2013
52.232-39	Unenforceability of Unauthorized Obligations	Jun 2013
52.232-40	Providing Accelerated Payments to Small Business Subcontractors	Dec 2013
52.233-1	Disputes	May 2014
52.233-3	Protest after Award	Aug 1996
52.233-4	Applicable Law for Breach of Contract Claim	Oct 2004
52.239-1	Privacy or Security Safeguards	Aug 1996
52.242-3	Penalties for Unallowable Costs	May 2014
52.242-13	Bankruptcy	Jul 1995
52.242-17	Government Delay of Work	Apr 1984
52.243-1	Changes – Fixed Price Alternate I (Apr 1984)	Aug 1987
52.244-5	Competition in Subcontracting	Dec 1996
52.244-6	Subcontracts for Commercial Items	Jun 2016
52.245-1	Government Property	Apr 2012
52.249-2	Termination for Convenience of the Government –Fixed Price	Apr 2012
52.249-8	Default (Fixed-Price Supply and Service)	Apr 1984
52.253-1	Computer Generated Forms	Jan 1991

Number	Titles	DATE
3052.219-70	Small Business Subcontracting Plan Reporting	Jun 2006
3052.222-70	Strikes or Picketing Affecting Timely Completion Of the Contract Work	Dec 2003
3052.242-72	Contracting Officer's Technical Representative	Dec 2003

I.2. CLAUSES INCORPORATED IN FULL TEXT

52.204-1 Approval of Contract (Dec 1989)

This contract is subject to the written approval of the Contracting Officer and shall not be binding until so approved.

52.216-1 Type of Contract (APR 1984)

The Government contemplates award of an indefinite-quantity contract resulting from this solicitation.

52.216-19 Order Limitations (Oct 1995)

(a) *Minimum order.* When the Government requires supplies or services covered by this contract in an amount of less than _____ [*insert dollar figure or quantity*], the Government is not obligated to purchase, nor is the Contractor obligated to furnish, those supplies or services under the contract.

(b) *Maximum order.* The Contractor is not obligated to honor --

(1) Any order for a single item in excess of _accumulated total of 984 beds_ [*insert dollar figure or quantity*];

(2) Any order for a combination of items in excess of _____ [*insert dollar figure or quantity*]; or

(3) A series of orders from the same ordering office within _____ days that together call for quantities exceeding the limitation in subparagraph (b)(1) or (2) of this section.

(c) If this is a requirements contract (*i.e.*, includes the Requirements clause at subsection 52.216-21 of the Federal Acquisition Regulation (FAR)), the Government is not required to order a part of any one requirement from the Contractor if that requirement exceeds the maximum-order limitations in paragraph (b) of this section.

(d) Notwithstanding paragraphs (b) and (c) of this section, the Contractor shall honor any order exceeding the maximum order limitations in paragraph (b), unless that order (or orders) is returned to the ordering office within _____ days after issuance, with written notice stating the Contractor's

intent not to ship the item (or items) called for and the reasons. Upon receiving this notice, the Government may acquire the supplies or services from another source.

(End of Clause)

52.216-22 Indefinite Quantity (OCT 1995)

(a) This is an indefinite-quantity contract for the supplies or services specified, and effective for the period stated, in the Schedule. The quantities of supplies and services specified in the Schedule are estimates only and are not purchased by this contract.

(b) Delivery or performance shall be made only as authorized by orders issued in accordance with the Ordering clause. The Contractor shall furnish to the Government, when and if ordered, the supplies or services specified in the Schedule up to and including the quantity designated in the Schedule as the “maximum.” The Government shall order at least the quantity of supplies or services designated in the Schedule as the “minimum.”

(c) Except for any limitations on quantities in the Order Limitations clause or in the Schedule, there is no limit on the number of orders that may be issued. The Government may issue orders requiring delivery to multiple destinations or performance at multiple locations.

(d) Any order issued during the effective period of this contract and not completed within that period shall be completed by the Contractor within the time specified in the order. The contract shall govern the Contractor’s and Government’s rights and obligations with respect to that order to the same extent as if the order were completed during the contract’s effective period; provided, that the Contractor shall not be required to make any deliveries under this contract after March 31, 2019.

52.217-8 Option to Extend Services (Nov 1999)

The Government may require continued performance of any services within the limits and at the rates specified in the contract. These rates may be adjusted only as a result of revisions to prevailing labor rates provided by the Secretary of Labor. The option provision may be exercised more than once, but the total extension of performance hereunder shall not exceed 6 months. The Contracting Officer may exercise the option by written notice to the Contractor within _ at least 30 days before the contract expires _ [insert the period of time within which the Contracting Officer may exercise the option].

(End of clause)

52.217-9 Option to Extend the Term of the Contract (Mar 2000)

(a) The Government may extend the term of this contract by written notice to the Contractor within the performance period provided that the Government gives the Contractor a preliminary written notice of its intent to extend at least 14 days before the contract expires. The preliminary notice does not commit the Government to an extension.

(b) If the Government exercises this option, the extended contract shall be considered to include this option clause.

(c) The total duration of this contract, including the exercise of any options under this clause, shall not exceed thirty months.

HSAR 3052.204-71 Contractor Employee Access (Sep 2012)

(a) *Sensitive Information*, as used in this clause, means any information, which if lost, misused, disclosed, or, without authorization is accessed, or modified, could adversely affect the national or homeland security interest, the conduct of Federal programs, or the privacy to which individuals are entitled under section 552a of title 5, United States Code (the Privacy Act), but which has not been specifically authorized under criteria established by an Executive Order or an Act of Congress to be kept secret in the interest of national defense, homeland security or foreign policy. This definition includes the following categories of information:

(1) Protected Critical Infrastructure Information (PCII) as set out in the Critical Infrastructure Information Act of 2002 (Title II, Subtitle B, of the Homeland Security Act, Public Law 107-296, 196 Stat. 2135), as amended, the implementing regulations thereto (Title 6, Code of Federal Regulations, Part 29) as amended, the applicable PCII Procedures Manual, as amended, and any supplementary guidance officially communicated by an authorized official of the Department of Homeland Security (including the PCII Program Manager or his/her designee);

(2) Sensitive Security Information (SSI), as defined in Title 49, Code of Federal Regulations, Part 1520, as amended, "Policies and Procedures of Safeguarding and Control of SSI," as amended, and any supplementary guidance officially communicated by an authorized official of the Department of Homeland Security (including the Assistant Secretary for the Transportation Security Administration or his/her designee);

(3) Information designated as "For Official Use Only," which is unclassified information of a sensitive nature and the unauthorized disclosure of which could adversely impact a person's privacy or welfare, the conduct of Federal programs, or other programs or operations essential to the national or homeland security interest; and

(4) Any information that is designated "sensitive" or subject to other controls, safeguards or protections in accordance with subsequently adopted homeland security information handling procedures.

(b) "Information Technology Resources" include, but are not limited to, computer equipment, networking equipment, telecommunications equipment, cabling, network drives, computer drives, network software, computer software, software programs, intranet sites, and internet sites.

(c) Contractor employees working on this contract must complete such forms as may be necessary for security or other reasons, including the conduct of background investigations to determine suitability. Completed forms shall be submitted as directed by the Contracting Officer. Upon the Contracting Officer's request, the Contractor's employees shall be fingerprinted, or subject to other investigations as required. All Contractor employees requiring recurring access to Government facilities or access to sensitive information or IT resources are required to have a favorably

adjudicated background investigation prior to commencing work on this contract unless this requirement is waived under Departmental procedures.

(d) The Contracting Officer may require the Contractor to prohibit individuals from working on the contract if the Government deems their initial or continued employment contrary to the public interest for any reason, including, but not limited to, carelessness, insubordination, incompetence, or security concerns.

(e) Work under this contract may involve access to sensitive information. Therefore, the Contractor shall not disclose, orally or in writing, any sensitive information to any person unless authorized in writing by the Contracting Officer. For those Contractor employees authorized access to sensitive information, the Contractor shall ensure that these persons receive training concerning the protection and disclosure of sensitive information both during and after contract performance.

(f) The Contractor shall include the substance of this clause in all subcontracts at any tier where the subcontractor may have access to Government facilities, sensitive information, or resources.

3052.209-70 Prohibition on Contracts with Corporate Expatriates (Jun 2006)

(a) Prohibitions.

Section 835 of the Homeland Security Act, 6 U.S.C. 395, prohibits the Department of Homeland Security from entering into any contract with a foreign incorporated entity which is treated as an inverted domestic corporation as defined in this clause, or with any subsidiary of such an entity. The Secretary shall waive the prohibition with respect to any specific contract if the Secretary determines that the waiver is required in the interest of national security.

(b) Definitions. As used in this clause:

Expanded Affiliated Group means an affiliated group as defined in section 1504(a) of the Internal Revenue Code of 1986 (without regard to section 1504(b) of such Code), except that section 1504 of such Code shall be applied by substituting 'more than 50 percent' for 'at least 80 percent' each place it appears.

Foreign Incorporated Entity means any entity which is, or but for subsection (b) of section 835 of the Homeland Security Act, 6 U.S.C. 395, would be, treated as a foreign corporation for purposes of the Internal Revenue Code of 1986.

Inverted Domestic Corporation means a foreign incorporated entity shall be treated as an inverted domestic corporation if, pursuant to a plan (or a series of related transactions)—

(1) The entity completes the direct or indirect acquisition of substantially all of the properties held directly or indirectly by a domestic corporation or substantially all of the properties constituting a trade or business of a domestic partnership;

(2) After the acquisition at least 80 percent of the stock (by vote or value) of the entity is held—

(i) In the case of an acquisition with respect to a domestic corporation, by former shareholders of the domestic corporation by reason of holding stock in the domestic corporation; or

(ii) In the case of an acquisition with respect to a domestic partnership, by former partners of the domestic partnership by reason of holding a capital or profits interest in the domestic partnership; and

(3) The expanded affiliated group which after the acquisition includes the entity does not have substantial business activities in the foreign country in which or under the law of which the entity is created or organized when compared to the total business activities of such expanded affiliated group.

Person, domestic, and foreign have the meanings given such terms by paragraphs (1), (4), and (5) of section 7701(a) of the Internal Revenue Code of 1986, respectively.

(c) Special rules. The following definitions and special rules shall apply when determining whether a foreign incorporated entity should be treated as an inverted domestic corporation.

(1) Certain stock disregarded. For the purpose of treating a foreign incorporated entity as an inverted domestic corporation these shall not be taken into account in determining ownership:

(i) Stock held by members of the expanded affiliated group which includes the foreign incorporated entity; or

(ii) Stock of such entity which is sold in a public offering related to an acquisition described in section 835(b)(1) of the Homeland Security Act, 6 U.S.C. 395(b)(1).

(2) Plan deemed in certain cases. If a foreign incorporated entity acquires directly or indirectly substantially all of the properties of a domestic corporation or partnership during the 4-year period beginning on the date which is 2 years before the ownership requirements of subsection (b)(2) are met, such actions shall be treated as pursuant to a plan.

(3) Certain transfers disregarded. The transfer of properties or liabilities (including by contribution or distribution) shall be disregarded if such transfers are part of a plan a principal purpose of which is to avoid the purposes of this section.

(d) Special rule for related partnerships. For purposes of applying section 835(b) of the Homeland Security Act, 6 U.S.C. 395(b) to the acquisition of a domestic partnership, except as provided in regulations, all domestic partnerships which are under common control (within the meaning of section 482 of the Internal Revenue Code of 1986) shall be treated as a partnership.

(e) Treatment of Certain Rights.

(1) Certain rights shall be treated as stocks to the extent necessary to reflect the present value of all equitable interests incident to the transaction, as follows:

(i) warrants;

(ii) options;

(iii) contracts to acquire stock;

(iv) convertible debt instruments; and

(v) other similar interests.

(2) Rights labeled as stocks shall not be treated as stocks whenever it is deemed appropriate to do so to reflect the present value of the transaction or to disregard transactions whose recognition would defeat the purpose of Section 835.

(f) Disclosure. The offeror under this solicitation represents that [Check one]:

☐ it is not a foreign incorporated entity that should be treated as an inverted domestic corporation pursuant to the criteria of (HSAR) 48 CFR 3009.108-7001 through 3009.108-7003;

☐ it is a foreign incorporated entity that should be treated as an inverted domestic corporation pursuant to the criteria of (HSAR) 48 CFR 3009.108-7001 through 3009.108-7003, but it has submitted a request for waiver pursuant to 3009.108-7004, which has not been denied; or

☐ it is a foreign incorporated entity that should be treated as an inverted domestic corporation pursuant to the criteria of (HSAR) 48 CFR 3009.108-7001 through 3009.108-7003, but it plans to submit a request for waiver pursuant to 3009.108-7004.

(g) A copy of the approved waiver, if a waiver has already been granted, or the waiver request, if a waiver has been applied for, shall be attached to the bid or proposal.

(End of clause)

3052.215-70 Key Personnel or Facilities (Dec 2003)

(a) The personnel or facilities specified below are considered essential to the work being performed under this contract and may, with the consent of the contracting parties, be changed from time to time during the course of the contract by adding or deleting personnel or facilities, as appropriate.

(b) Before removing or replacing any of the specified individuals or facilities, the Contractor shall notify the Contracting Officer, in writing, before the change becomes effective. The Contractor shall submit sufficient information to support the proposed action and to enable the Contracting Officer to evaluate the potential impact of the change on this contract. The Contractor shall not remove or replace personnel or facilities until the Contracting Officer approves the change.

The Key Personnel or Facilities under this Contract: see Section II.K (Facility Staffing Plan and Key Personnel) of the Performance Work Statement (Section C).

3052.225-70 Requirement for Use of Certain Domestic Commodities (Aug 2009)

(a) Definitions. As used in this clause--

(1) "Commercial," as applied to an item described in subsection (b) of this clause, means an item of supply, whether an end product or component, that meets the definition of "commercial item" set forth in (FAR) 48 CFR 2.101.

(2) "Component" means any item supplied to the Government as part of an end product or of another component.

(3) "End product" means supplies delivered under a line item of this contract.

(4) "Non-commercial," as applied to an item described in subsections (b) or (c) of this clause, means an item of supply, whether an end product or component, that does not meet the definition of "commercial item" set forth in (FAR) 48 CFR 2.101.

(5) "Qualifying country" means a country with a memorandum of understanding or international agreement with the United States under which DHS procurement is covered.

(6) "United States" includes the possessions of the United States.

(b) The Contractor shall deliver under this contract only such of the following commercial or non-commercial items, either as end products or components, that have been grown, reprocessed, reused, or produced in the United States:

(1) Clothing and the materials and components thereof, other than sensors, electronics, or other items added to, and not normally associated with, clothing and the materials and components thereof; or

(2) Tents, tarpaulins, covers, textile belts, bags, protective equipment (such as body armor), sleep systems, load carrying equipment (such as field packs), textile marine equipment, parachutes or bandages.

(c) The Contractor shall deliver under this contract only such of the following non-commercial items, either as end products or components that have been grown, reprocessed, reused, or produced in the United States:

(1) Cotton and other natural fiber products. (2) Woven silk or woven silk blends. (3) Spun silk yarn for cartridge cloth.

(4) Synthetic fabric or coated synthetic fabric (including all textile fibers and yarns that are for use in such fabrics).

(5) Canvas products.

(6) Wool (whether in the form of fiber or yarn or contained in fabrics, materials, or manufactured articles).

(7) Any item of individual equipment manufactured from or containing any of the fibers, yarns, fabrics, or materials listed in this paragraph (c).

(d) This clause does not apply--

(1) To items listed in (FAR) 48 CFR 25.104, or other items for which the Government has determined that a satisfactory quality and sufficient quantity cannot be acquired as and when needed at United States market prices;

(2) To incidental amounts of cotton, other natural fibers, or wool incorporated in an end product, for which the estimated value of the cotton, other natural fibers, or wool is not more than 10 percent of the total price of the end product; or

(3) To items that are eligible products per (FAR) 48 CFR Subpart 25.4.

ICE PRO Clauses

PRIV 1.1: Required Security and Privacy Training for Contractors: Contractor shall provide training for all employees and Subcontractors that have access to Sensitive Personally Identifiable Information (PII) as well as the creation, use, dissemination and/or destruction of Sensitive PII at the outset of the Subcontractor's/employee's work on the contract and every year thereafter. Said training would include procedures on how to properly handle Sensitive PII, to include security requirements for the transporting or transmission of Sensitive PII, reporting requirements for a suspected breach or loss of Sensitive PII, etc.

All Contractor employees are required to take the Privacy at DHS: Protecting Personal Information training course. This course, along with more information about DHS security and training requirements for Contractors, is available at www.dhs.gov/dhs-security-and-training-requirements-contractors. The Federal Information Security Management Act (FISMA) requires all individuals accessing ICE information, regardless of their employment status, be they Federal employees or contractors employees, to take the annual Information Assurance Awareness Training course.

These courses can be obtained via links on the ICE intranet site. The Agency may also make the training available through other means (e.g., CD or online). The Contractor shall maintain copies of certificates as a record of compliance. The Contractor must submit an annual e-mail notification to the ICE Contracting Officer's Representative that the required training has been completed for all the Contractor's employees.

(End of clause)

PRIV 1.2: Reporting Suspected Loss of Sensitive PII: Contractors must report the suspected loss or compromise of Sensitive PII to ICE in a timely manner and cooperate with ICE's inquiry into the incident and efforts to remediate any harm to potential victims.

1. The Contractor must develop and include in its security plan (which is submitted to ICE) an internal system by which its employees and Subcontractors are trained to identify and report the potential loss or compromise of Sensitive PII.

2. The Contractor must report the suspected loss or compromise of Sensitive PII by its employees or Subcontractors to the ICE Security Operations Center (480-496-6627), the Contracting Officer's Representative (COR), and the Contracting Officer within one (1) hour of the initial discovery.

3. The Contractor must provide a written report to ICE within 24 hours of the suspected loss or compromise of Sensitive PII by its employees or Subcontractors. The report must contain the following information:

- a. Narrative or detailed description of the events surrounding the suspected loss or compromise of information.
- b. Date, time, and location of the incident.
- c. Type of information lost or compromised.
- d. Contractor's assessment of the likelihood that the information was compromised or lost and the reasons behind the assessment.
- e. Names of person(s) involved, including victim, Contractor employee/Subcontractor and any witnesses.
- f. Cause of the incident and whether the company's security plan was followed and, if not, which specific provisions were not followed.
- g. Actions that have been or will be taken to minimize damage and/or mitigate further compromise.
- h. Recommendations to prevent similar situations in the future, including whether the security plan needs to be modified in any way and whether additional training may be required.

4. The Contractor must cooperate with ICE or other Government Agency inquiries into the suspected loss or compromise of Sensitive PII.

5. At the Government's discretion, Contractor employees or Subcontractor employees may be identified as no longer eligible to access Sensitive PII or to work on that contract based on their actions related to the loss or compromise of Sensitive PII.

(End of clause)

PRIV 1.3: Victim Remediation: The Contractor is responsible for the notification of victims and the provision of victim remediation services in the event of a loss or compromise of Sensitive PII held by the Contractor, its agents, and its Subcontractors, under this contract. The victim remediation services shall include at least 18 months of credit monitoring and, for serious or large incidents as requested by the Government, call center help desk services for the individuals whose Sensitive PII was lost or compromised. The Contractor and ICE will collaborate and agree on the method and content of any notification that may be required to be sent to individuals whose Sensitive PII was lost or compromised.

(End of clause)

PRIV 1.4: Separation Checklist for Contractor Employees: Contractors shall enact a protocol to use a separation checklist before its employees, Subcontractor employees, or independent Contractors terminate working on the contract. The separation checklist must cover areas such as: (1) return of any Government-furnished equipment; (2) return or proper disposal of Sensitive PII (paper or electronic) in the custody of the Contractor/Subcontractor employee or independent Contractor, including the sanitization of data on any computer systems or media as appropriate; and (3) termination of any technological access to the Contractor's facilities or systems that would permit the terminated employee's access to Sensitive PII.

In the event of adverse job actions resulting in the dismissal of an employee, Subcontractor employee, or independent Contractor, the Contractor shall notify the Contract Officer's Representative (COR) within 24 hours. For normal separations, the Contractor shall submit the checklist on the last day of employment or work on the contract.

As requested, contractors shall assist the ICE Point of Contact (ICE/POC), Contracting Officer, or COR with completing ICE Form 50-005/Contractor Employee Separation Clearance Checklist by returning all Government-furnished property including but not limited to computer equipment, media, credentials and passports, smart cards, mobile devices, PIV cards, calling cards, and keys and terminating access to all user accounts and systems.

(End of clause)

PRIV 1.5: Prohibition on Use of PII in Vendor Billing and Administrative Records: The Contractor's invoicing, billing, and other financial/administrative records/databases may not store or include any sensitive Government information, such as PII that is created, obtained, or provided during the performance of the contract. It is acceptable to list the names, titles and contact information for the Contracting Officer, Contracting Officer's Representative, or other ICE personnel associated with the administration of the contract in the invoices as needed.

(End of clause)

PRIV 1.7: Privacy Act Information: In accordance with FAR 52.224-1, PRIVACY ACT NOTIFICATION (APR 1984), and FAR 52.224-2, PRIVACY ACT (APR 1984), this contract requires Contractor personnel to have access to information protected by the Privacy Act of 1974. The Agency advises that the relevant system of records notices (SORNs) applicable to this Privacy Act information are as follows:

DHS/ICE 011 – Immigration and Enforcement Operational Records System (ENFORCE)
DHS/ICE 013 – Alien Health Records
DHS/USCIS-ICE-CBP 001 – Alien File (A-File), Index, and National File Tracking System

These SORNs may be updated at any time. The most current DHS versions are publicly available at www.dhs.gov/privacy. SORNs of other agencies may be accessed through the agencies' websites or by searching FDSys, the Federal Digital System of the Government Publishing Office, available at <http://www.gpo.gov/fdsys/>.

(End of clause)

PRIV 1.8: Safeguarding Sensitive PII Requirement: Contractor employees shall comply with the Handbook for Safeguarding Sensitive PII at DHS at all times when handling Sensitive PII, including the encryption of SPII as required in the Handbook. This requirement will be passed down in all subcontracts as well.

(End of clause)

PRIV 1.9: Non-Disclosure Agreement Requirement: All Contractor personnel that may have access to PII or other sensitive information shall be required to sign a Non-Disclosure Agreement (DHS Form 11000-6) prior to commencing work.

(End of clause)

REC: 1.1: Required DHS Basic Records Management Training: The Contractor shall provide DHS basic records management training for all employees and Subcontractors that have access to Sensitive PII as well as the creation, use, dissemination and/or destruction of Sensitive PII at the outset of the Subcontractor's/employee's work on the contract and every year thereafter. This training can be obtained via links on the ICE intranet site. The Agency may also make the training available through other means (e.g., CD or online). The Contractor shall maintain copies of certificates as a record of compliance. The Contractor must submit an annual e-mail notification to the Contracting Officer's Representative that the required training has been completed for all the Contractor's employees.
(End of clause)

REC 1.2: Deliverables are the Property of the U.S. Government: The Contractor shall treat all deliverables under the contract as the property of the U.S. Government for which the Agency shall have unlimited rights to use, dispose of, or disclose such data contained therein. The Contractor shall not retain, use, sell, or disseminate copies of any deliverable without the expressed permission of the Contracting Officer or Contracting Officer's Representative. The Contractor shall certify in writing the destruction or return of all Government data at the conclusion of the contract or at a time otherwise specified in the contract. The Agency owns the rights to all data/records produced as part of this contract.
(End of clause)

REC 1.3: Contractor Shall Not Create or Maintain Any Unauthorized Records: The Contractor shall not create or maintain any records that are not specifically tied to or authorized by the contract using Government IT equipment and/or Government records. The Contractor shall not create or maintain any records containing any Government Agency data that are not specifically tied to or authorized by the contract.
(End of clause)

REC 1.4: Agency Owns Rights to Electronic Information: The Government Agency owns the rights to all electronic information (electronic data, electronic information systems or electronic databases) and all supporting documentation created as part of this contract. The Contractor must deliver sufficient technical documentation with all data deliverables to permit the Agency to use the data.
(End of clause)

REC 1.5: Comply With All Records Management Policies: The Contractor agrees to comply with Federal and Agency records management policies, including those policies associated with the safeguarding of records covered by the Privacy Act of 1974. These policies include the preservation of all records created or received regardless of format, mode of transmission, or state of completion.
(End of clause)

REC 1.6: No Disposition of Documents without Prior Written Consent: No disposition of documents will be allowed without the prior written consent of the Contracting Officer. The Agency and its contractors are responsible for preventing the alienation or unauthorized destruction of records, including all forms of mutilation. Willful and unlawful destruction, damage or alienation of Federal records is subject to the fines and penalties imposed by 18 U.S.C. 2701. Records may not be removed from the legal custody of the Agency or destroyed without regard to the provisions of the Agency records schedules.

(End of clause)

REC 1.7: Contractor Must Obtain Approval Prior to Engaging Subcontractors: The Contractor is required to obtain the Contracting Officer's approval prior to engaging in any contractual relationship (Subcontractor) in support of this contract requiring the disclosure of information, documentary material and/or records generated under or relating to this contract. The Contractor (and any Subcontractor) is required to abide by Government and Agency guidance for protecting sensitive and proprietary information.

(End of clause)

SECTION J: LIST OF DOCUMENTS, EXHIBITS, AND OTHER ATTACHMENTS

Contract Attachments	
Attachment 1:	Department of Labor Wage Determinations: Number 05-3013, Revision No. 1 Dated 06/16/2016
Attachment 2:	Quality Assurance Surveillance Plan
Attachment 3:	ICE Body Armor Policy
Attachment 4:	Authorized Restraint Devices
Attachment 5:	Interim Use of Force Policy
Attachment 6:	Interim ICE firearms Policy
Attachment 7:	Personal Property Operations Handbook
Attachment 8:	Fleet Management Handbook
Attachment 9:	ICE Suitability Screening Requirements
Attachment 10:	Prison Rape Elimination Act
Attachment 11:	Operations of ERO Holding Facilities

Contract References	
2011 Performance Based National Detention	http://www.ice.gov/detention-standards/2011/
American Correctional Association (ACA)	http://www.aca.org/
NCCHC	http://www.ncchc.org

SECTION K: REPRESENTATIONS, CERTIFICATIONS, AND OTHER STATEMENTS OF OFFERORS OR RESPONDENTS

K.1 PROVISIONS INCORPORATED IN FULL TEXT

52.204-8 Annual Representations and Certifications (Apr 2016)

(a)

(1) The North American Industry classification System (NAICS) code for this acquisition is 561612.

(2) The small business size standard is \$20.5 million.

(3) The small business size standard for a concern which submits an offer in its own name, other than on a construction or service contract, but which proposes to furnish a product which it did not itself manufacture, is 500 employees.

(b)

(1) If the provision at 52.204-7, System for Award Management, is included in this solicitation, paragraph (d) of this provision applies.

(2) If the provision at 52.204-7 is not included in this solicitation, and the offeror is currently registered in the System for Award Management (SAM), and has completed the Representations and Certifications section of SAM electronically, the offeror may choose to use paragraph (d) of this provision instead of completing the corresponding individual representations and certification in the solicitation. The offeror shall indicate which option applies by checking one of the following boxes:

☒ (i) Paragraph (d) applies.

☐ (ii) Paragraph (d) does not apply and the offeror has completed the individual representations and certifications in the solicitation.

(c)

(1) The following representations or certifications in SAM are applicable to this solicitation as indicated:

N/A

(2) The following certifications are applicable as indicated by the Contracting Officer:

N/A

(d) The offeror has completed the annual representations and certifications electronically via the SAM Web site accessed through <https://www.acquisition.gov> . After reviewing the SAM database information, the offeror verifies by submission of the offer that the representations and certifications currently posted electronically that apply to this solicitation as indicated in paragraph (c) of this provision have been entered or updated within the last 12 months, are current, accurate, complete,

and applicable to this solicitation (including the business size standard applicable to the NAICS code referenced for this solicitation), as of the date of this offer and are incorporated in this offer by reference (see FAR 4.1201); except for the changes identified below *[offeror to insert changes, identifying change by clause number, title, date]*. These amended representation(s) and/or certification(s) are also incorporated in this offer and are current, accurate, and complete as of the date of this offer.

FAR Clause	Title	Date	Change

Any changes provided by the offeror are applicable to this solicitation only, and do not result in an update to the representations and certifications posted on SAM.

(End of Provision)

52.209-7 Information Regarding Responsibility Matters (Jul 2013)

(a) *Definitions.* As used in this provision—

“Administrative proceeding” means a non-judicial process that is adjudicatory in nature in order to make a determination of fault or liability (*e.g.*, Securities and Exchange Commission Administrative Proceedings, Civilian Board of Contract Appeals Proceedings, and Armed Services Board of Contract Appeals Proceedings). This includes administrative proceeding at the Federal and State level but only in connection with performance of a Federal contract or grant. It does not include agency actions such as contract audits, site visits, corrective plans, or inspection of deliverables.

“Federal contracts and grants with total value greater than \$10,000,000” means—

- (1) The total value of all current, active contracts and grants, including all priced options; and
- (2) The total value of all current, active orders including all priced options under indefinite-delivery, indefinite-quantity, 8(a), or requirements contracts (including task and delivery and multiple-award Schedules).

“Principal” means an officer, director, owner, partner, or a person having primary management or supervisory responsibilities within a business entity (*e.g.*, general manager; plant manager; head of a division or business segment; and similar positions).

(b) The offeror ☐ **has** ☐ **does not have** current active Federal contracts and grants with total value greater than \$10,000,000.

(c) If the offeror checked “has” in paragraph (b) of this provision, the offeror represents, by submission of this offer, that the information it has entered in the Federal Awardee Performance and Integrity Information System (FAPIS) is current, accurate, and complete as of the date of submission of this offer with regard to the following information:

- (1) Whether the offeror, and/or any of its principals, has or has not, within the last five years, in connection with the award to or performance by the offeror of a Federal contract

or grant, been the subject of a proceeding, at the Federal or State level that resulted in any of the following dispositions:

- (i) In a criminal proceeding, a conviction.
- (ii) In a civil proceeding, a finding of fault and liability that results in the payment of a monetary fine, penalty, reimbursement, restitution, or damages of \$5,000 or more.
- (iii) In an administrative proceeding, a finding of fault and liability that results in—
 - (A) The payment of a monetary fine or penalty of \$5,000 or more; or
 - (B) The payment of a reimbursement, restitution, or damages in excess of \$100,000.
- (iv) In a criminal, civil, or administrative proceeding, a disposition of the matter by consent or compromise with an acknowledgment of fault by the Contractor if the proceeding could have led to any of the outcomes specified in paragraphs (c)(1)(i), (c)(1)(ii), or (c)(1)(iii) of this provision.

(2) If the offeror has been involved in the last five years in any of the occurrences listed in (c)(1) of this provision, whether the offeror has provided the requested information with regard to each occurrence.

(d) The offeror shall post the information in paragraphs (c)(1)(i) through (c)(1)(iv) of this provision in FAPIIS as required through maintaining an active registration in the System for Award Management database via <https://www.acquisition.gov> (see 52.204-7).

52.225-25 -- Prohibition on Contracting with Entities Engaging in Certain Activities or Transactions Relating to Iran—Representation and Certifications.

As prescribed at [25.1103](#)(e), insert the following provision:

52.232-25 Prohibition on Contracting with Entities Engaging in Certain Activities or Transactions Relating to Iran—Representation and Certification (Oct 2015)

(a) *Definitions.* As used in this provision--

Person--

(1) Means--

- (i) A natural person;
 - (ii) A corporation, business association, partnership, society, trust, financial institution, insurer, underwriter, guarantor, and any other business organization, any other nongovernmental entity, organization, or group, and any governmental entity operating as a business enterprise; and
 - (iii) Any successor to any entity described in paragraph (1)(ii) of this definition; and
- (2) Does not include a government or governmental entity that is not operating as a business enterprise.

Sensitive technology—

(1) Means hardware, software, telecommunications equipment, or any other technology that is to be used specifically—

- (i) To restrict the free flow of unbiased information in Iran; or

- (ii) To disrupt, monitor, or otherwise restrict speech of the people of Iran; and
 - (2) Does not include information or informational materials the export of which the President does not have the authority to regulate or prohibit pursuant to section 203(b)(3) of the International Emergency Economic Powers Act (50 U.S.C. 1702(b)(3)).
- (b) The offeror shall email questions concerning sensitive technology to the Department of State at CISADA106@state.gov.
- (c) Except as provided in paragraph (d) of this provision or if a waiver has been granted in accordance with 25.703-4, by submission of its offer, the offeror--
- (1) Represents, to the best of its knowledge and belief, that the offeror does not export any sensitive technology to the government of Iran or any entities or individuals owned or controlled by, or acting on behalf or at the direction of, the government of Iran;
 - (2) Certifies that the offeror, or any person owned or controlled by the offeror, does not engage in any activities for which sanctions may be imposed under section 5 of the Iran Sanctions Act. These sanctioned activities are in the areas of development of the petroleum resources of Iran, production of refined petroleum products in Iran, sale and provision of refined petroleum products to Iran, and contributing to Iran's ability to acquire or develop certain weapons or technologies; and
 - (3) Certifies that the offeror, and any person owned or controlled by the offeror, does not knowingly engage in any transaction that exceeds \$3,000 with Iran's Revolutionary Guard Corps or any of its officials, agents, or affiliates, the property and interests in property of which are blocked pursuant to the International Emergency Economic Powers Act (50 U.S.C. 1701 et seq.) (see OFAC's Specially Designated Nationals and Blocked Persons List at <http://www.treasury.gov/ofac/downloads/t11sdn.pdf>).
- (d) Exception for trade agreements. The representation requirement of paragraph (c)(1) and the certification requirements of paragraphs (c)(2) and (c)(3) of this provision do not apply if—
- (1) This solicitation includes a trade agreements notice or certification (e.g., 52.225-4, 52.225-6, 52.225-12, 52.225-24, or comparable agency provision); and
 - (2) The offeror has certified that all the offered products to be supplied are designated country end products or designated country construction material.

(End of provision)

WD 15-3013 (Rev.-1) was first posted on www.wdol.gov on 06/21/2016

REGISTER OF WAGE DETERMINATIONS UNDER | U.S. DEPARTMENT OF
LABOR

THE SERVICE CONTRACT ACT | EMPLOYMENT STANDARDS
ADMINISTRATION

By direction of the Secretary of Labor | WAGE AND HOUR
DIVISION

| WASHINGTON D.C.
20210

|

|

|

| Wage Determination No.:
2015-3013

Daniel W. Simms Division of | Revision No.: 1
Director Wage Determinations | Date Of Revision:
06/16/2016

Note: Under Executive Order (EO) 13658, an hourly minimum wage of \$10.15 for calendar year 2016 applies to all contracts subject to the Service Contract Act for which the solicitation was issued on or after January 1, 2015. If this contract is covered by the EO, the contractor must pay all workers in any classification listed on this wage determination at least \$10.15 per hour (or the applicable wage rate listed on this wage determination, if it is higher) for all hours spent performing on the contract in calendar year 2016. The EO minimum wage rate will be adjusted annually. Additional information on contractor requirements and worker protections under the EO is available at www.dol.gov/whd/govcontracts.

State: Ohio

Area: Ohio Counties of Carroll, Mahoning, Trumbull

**Fringe Benefits Required Follow the Occupational
Listing**

OCCUPATION CODE - TITLE FOOTNOTE
RATE

01000 - Administrative Support And Clerical Occupations

01011 - Accounting Clerk I

14.01

01012 - Accounting Clerk II
 15.76
 01013 - Accounting Clerk III
 18.29
 01020 - Administrative Assistant
 21.70
 01035 - Court Reporter
 19.57
 01051 - Data Entry Operator I
 11.48
 01052 - Data Entry Operator II
 13.67
 01060 - Dispatcher, Motor Vehicle
 19.57
 01070 - Document Preparation Clerk
 12.05
 01090 - Duplicating Machine Operator
 12.05
 01111 - General Clerk I
 12.22
 01112 - General Clerk II
 13.41
 01113 - General Clerk III
 14.97
 01120 - Housing Referral Assistant
 19.94
 01141 - Messenger Courier
 10.64
 01191 - Order Clerk I
 12.65
 01192 - Order Clerk II
 14.05
 01261 - Personnel Assistant (Employment) I
 16.94
 01262 - Personnel Assistant (Employment) II
 19.16
 01263 - Personnel Assistant (Employment) III
 22.37
 01270 - Production Control Clerk
 20.67
 01290 - Rental Clerk
 14.54
 01300 - Scheduler, Maintenance
 15.66
 01311 - Secretary I
 15.66
 01312 - Secretary II
 17.51
 01313 - Secretary III
 19.46
 01320 - Service Order Dispatcher
 15.19
 01410 - Supply Technician
 21.70

01420 - Survey Worker
 19.16
 01460 - Switchboard Operator/Receptionist
 11.30
 01531 - Travel Clerk I
 12.61
 01532 - Travel Clerk II
 13.54
 01533 - Travel Clerk III
 14.52
 01611 - Word Processor I
 14.38
 01612 - Word Processor II
 16.91
 01613 - Word Processor III
 19.16
 05000 - Automotive Service Occupations
 05005 - Automobile Body Repairer, Fiberglass
 20.33
 05010 - Automotive Electrician
 19.67
 05040 - Automotive Glass Installer
 18.92
 05070 - Automotive Worker
 18.92
 05110 - Mobile Equipment Servicer
 17.27
 05130 - Motor Equipment Metal Mechanic
 20.33
 05160 - Motor Equipment Metal Worker
 18.92
 05190 - Motor Vehicle Mechanic
 20.33
 05220 - Motor Vehicle Mechanic Helper
 16.50
 05250 - Motor Vehicle Upholstery Worker
 18.07
 05280 - Motor Vehicle Wrecker
 18.92
 05310 - Painter, Automotive
 19.67
 05340 - Radiator Repair Specialist
 18.92
 05370 - Tire Repairer
 15.89
 05400 - Transmission Repair Specialist
 20.33
 07000 - Food Preparation And Service Occupations
 07010 - Baker
 13.13
 07041 - Cook I
 11.57
 07042 - Cook II
 13.13

07070 - Dishwasher
 9.08
 07130 - Food Service Worker
 9.08
 07210 - Meat Cutter
 13.63
 07260 - Waiter/Waitress
 9.72
 09000 - Furniture Maintenance And Repair Occupations
 09010 - Electrostatic Spray Painter
 18.73
 09040 - Furniture Handler
 13.89
 09080 - Furniture Refinisher
 18.73
 09090 - Furniture Refinisher Helper
 15.71
 09110 - Furniture Repairer, Minor
 17.22
 09130 - Upholsterer
 18.73
 11000 - General Services And Support Occupations
 11030 - Cleaner, Vehicles
 12.06
 11060 - Elevator Operator
 10.82
 11090 - Gardener
 13.52
 11122 - Housekeeping Aide
 11.46
 11150 - Janitor
 11.46
 11210 - Laborer, Grounds Maintenance
 11.43
 11240 - Maid or Houseman
 9.30
 11260 - Pruner
 11.06
 11270 - Tractor Operator
 13.39
 11330 - Trail Maintenance Worker
 11.43
 11360 - Window Cleaner
 12.55
 12000 - Health Occupations
 12010 - Ambulance Driver
 13.76
 12011 - Breath Alcohol Technician
 16.24
 12012 - Certified Occupational Therapist Assistant
 23.08
 12015 - Certified Physical Therapist Assistant
 22.95

12020 - Dental Assistant
 16.21
 12025 - Dental Hygienist
 25.55
 12030 - EKG Technician
 25.38
 12035 - Electroneurodiagnostic Technologist
 25.38
 12040 - Emergency Medical Technician
 13.81
 12071 - Licensed Practical Nurse I
 14.97
 12072 - Licensed Practical Nurse II
 16.74
 12073 - Licensed Practical Nurse III
 18.67
 12100 - Medical Assistant
 14.31
 12130 - Medical Laboratory Technician
 16.32
 12160 - Medical Record Clerk
 13.19
 12190 - Medical Record Technician
 16.38
 12195 - Medical Transcriptionist
 13.70
 12210 - Nuclear Medicine Technologist
 29.62
 12221 - Nursing Assistant I
 8.85
 12222 - Nursing Assistant II
 9.95
 12223 - Nursing Assistant III
 10.86
 12224 - Nursing Assistant IV
 12.18
 12235 - Optical Dispenser
 16.56
 12236 - Optical Technician
 14.38
 12250 - Pharmacy Technician
 14.75
 12280 - Phlebotomist
 14.07
 12305 - Radiologic Technologist
 23.39
 12311 - Registered Nurse I
 22.07
 12312 - Registered Nurse II
 27.00
 12313 - Registered Nurse II, Specialist
 27.00
 12314 - Registered Nurse III
 32.66

12315 - Registered Nurse III, Anesthetist
 32.66
 12316 - Registered Nurse IV
 39.15
 12317 - Scheduler (Drug and Alcohol Testing)
 20.75
 13000 - Information And Arts Occupations
 13011 - Exhibits Specialist I
 17.87
 13012 - Exhibits Specialist II
 22.15
 13013 - Exhibits Specialist III
 27.09
 13041 - Illustrator I
 17.87
 13042 - Illustrator II
 22.15
 13043 - Illustrator III
 27.09
 13047 - Librarian
 24.52
 13050 - Library Aide/Clerk
 12.65
 13054 - Library Information Technology Systems
 22.15
 Administrator
 13058 - Library Technician
 16.42
 13061 - Media Specialist I
 15.98
 13062 - Media Specialist II
 17.87
 13063 - Media Specialist III
 19.93
 13071 - Photographer I
 13.48
 13072 - Photographer II
 17.03
 13073 - Photographer III
 19.82
 13074 - Photographer IV
 22.84
 13075 - Photographer V
 26.61
 13110 - Video Teleconference Technician
 15.98
 14000 - Information Technology Occupations
 14041 - Computer Operator I
 15.96
 14042 - Computer Operator II
 17.84
 14043 - Computer Operator III
 19.90

14044 - Computer Operator IV
 22.10
 14045 - Computer Operator V
 24.48
 14071 - Computer Programmer I (see 1)
 22.56
 14072 - Computer Programmer II (see 1)
 27.62
 14073 - Computer Programmer III (see 1)
 14074 - Computer Programmer IV (see 1)
 14101 - Computer Systems Analyst I (see 1)
 14102 - Computer Systems Analyst II (see 1)
 14103 - Computer Systems Analyst III (see 1)
 14150 - Peripheral Equipment Operator
 15.96
 14160 - Personal Computer Support Technician
 22.10
 15000 - Instructional Occupations
 15010 - Aircrew Training Devices Instructor (Non-Rated)
 28.85
 15020 - Aircrew Training Devices Instructor (Rated)
 34.88
 15030 - Air Crew Training Devices Instructor (Pilot)
 41.83
 15050 - Computer Based Training Specialist / Instructor
 28.85
 15060 - Educational Technologist
 28.30
 15070 - Flight Instructor (Pilot)
 41.83
 15080 - Graphic Artist
 22.27
 15090 - Technical Instructor
 20.47
 15095 - Technical Instructor/Course Developer
 22.27
 15110 - Test Proctor
 17.57
 15120 - Tutor
 17.57
 16000 - Laundry, Dry-Cleaning, Pressing And Related Occupations
 16010 - Assembler
 9.38
 16030 - Counter Attendant
 9.38
 16040 - Dry Cleaner
 11.71
 16070 - Finisher, Flatwork, Machine
 9.38
 16090 - Presser, Hand
 9.38
 16110 - Presser, Machine, Drycleaning
 9.38

16130 - Presser, Machine, Shirts
 9.38
 16160 - Presser, Machine, Wearing Apparel, Laundry
 9.38
 16190 - Sewing Machine Operator
 12.46
 16220 - Tailor
 13.23
 16250 - Washer, Machine
 10.15
 19000 - Machine Tool Operation And Repair Occupations
 19010 - Machine-Tool Operator (Tool Room)
 22.51
 19040 - Tool And Die Maker
 25.76
 21000 - Materials Handling And Packing Occupations
 21020 - Forklift Operator
 19.21
 21030 - Material Coordinator
 19.93
 21040 - Material Expediter
 19.93
 21050 - Material Handling Laborer
 13.65
 21071 - Order Filler
 14.51
 21080 - Production Line Worker (Food Processing)
 19.21
 21110 - Shipping Packer
 14.51
 21130 - Shipping/Receiving Clerk
 14.51
 21140 - Store Worker I
 14.35
 21150 - Stock Clerk
 18.82
 21210 - Tools And Parts Attendant
 19.21
 21410 - Warehouse Specialist
 19.21
 23000 - Mechanics And Maintenance And Repair Occupations
 23010 - Aerospace Structural Welder
 26.84
 23021 - Aircraft Mechanic I
 25.74
 23022 - Aircraft Mechanic II
 26.84
 23023 - Aircraft Mechanic III
 27.81
 23040 - Aircraft Mechanic Helper
 20.56
 23050 - Aircraft, Painter
 24.69

23060 - Aircraft Servicer
 23.16
 23080 - Aircraft Worker
 24.27
 23110 - Appliance Mechanic
 20.60
 23120 - Bicycle Repairer
 17.48
 23125 - Cable Splicer
 28.12
 23130 - Carpenter, Maintenance
 20.54
 23140 - Carpet Layer
 22.43
 23160 - Electrician, Maintenance
 24.84
 23181 - Electronics Technician Maintenance I
 22.61
 23182 - Electronics Technician Maintenance II
 23.80
 23183 - Electronics Technician Maintenance III
 29.45
 23260 - Fabric Worker
 18.85
 23290 - Fire Alarm System Mechanic
 21.56
 23310 - Fire Extinguisher Repairer
 17.73
 23311 - Fuel Distribution System Mechanic
 24.59
 23312 - Fuel Distribution System Operator
 19.92
 23370 - General Maintenance Worker
 19.52
 23380 - Ground Support Equipment Mechanic
 25.74
 23381 - Ground Support Equipment Servicer
 23.16
 23382 - Ground Support Equipment Worker
 24.27
 23391 - Gunsmith I
 17.73
 23392 - Gunsmith II
 20.12
 23393 - Gunsmith III
 21.89
 23410 - Heating, Ventilation And Air-Conditioning
 21.37
 Mechanic
 23411 - Heating, Ventilation And Air Contditioning
 22.28
 Mechanic (Research Facility)
 23430 - Heavy Equipment Mechanic
 20.14

23440 - Heavy Equipment Operator
24.25
23460 - Instrument Mechanic
21.99
23465 - Laboratory/Shelter Mechanic
21.17
23470 - Laborer
13.07
23510 - Locksmith
20.54
23530 - Machinery Maintenance Mechanic
29.40
23550 - Machinist, Maintenance
21.37
23580 - Maintenance Trades Helper
16.09
23591 - Metrology Technician I
21.99
23592 - Metrology Technician II
22.79
23593 - Metrology Technician III
23.55
23640 - Millwright
27.53
23710 - Office Appliance Repairer
20.72
23760 - Painter, Maintenance
23.89
23790 - Pipefitter, Maintenance
27.15
23810 - Plumber, Maintenance
24.36
23820 - Pneudraulic Systems Mechanic
21.93
23850 - Rigger
21.89
23870 - Scale Mechanic
20.12
23890 - Sheet-Metal Worker, Maintenance
28.12
23910 - Small Engine Mechanic
19.52
23931 - Telecommunications Mechanic I
25.28
23932 - Telecommunications Mechanic II
26.36
23950 - Telephone Lineman
21.09
23960 - Welder, Combination, Maintenance
21.30
23965 - Well Driller
22.03
23970 - Woodcraft Worker
21.89

23980 - Woodworker
 17.20
 24000 - Personal Needs Occupations
 24570 - Child Care Attendant
 10.13
 24580 - Child Care Center Clerk
 13.90
 24610 - Chore Aide
 9.19
 24620 - Family Readiness And Support Services
 12.19
 Coordinator
 24630 - Homemaker
 15.44
 25000 - Plant And System Operations Occupations
 25010 - Boiler Tender
 20.94
 25040 - Sewage Plant Operator
 20.25
 25070 - Stationary Engineer
 20.94
 25190 - Ventilation Equipment Tender
 16.59
 25210 - Water Treatment Plant Operator
 19.97
 27000 - Protective Service Occupations
 27004 - Alarm Monitor
 14.29
 27007 - Baggage Inspector
 11.62
 27008 - Corrections Officer
 19.54
 27010 - Court Security Officer
 19.09
 27030 - Detection Dog Handler
 17.48
 27040 - Detention Officer
 19.54
 27070 - Firefighter
 17.08
 27101 - Guard I
 11.62
 27102 - Guard II
 16.95
 27131 - Police Officer I
 20.76
 27132 - Police Officer II
 23.04
 28000 - Recreation Occupations
 28041 - Carnival Equipment Operator
 10.79
 28042 - Carnival Equipment Repairer
 11.29

28043 - Carnival Worker
 8.90
 28210 - Gate Attendant/Gate Tender
 14.38
 28310 - Lifeguard
 10.92
 28350 - Park Attendant (Aide)
 16.08
 28510 - Recreation Aide/Health Facility Attendant
 11.74
 28515 - Recreation Specialist
 16.98
 28630 - Sports Official
 12.81
 28690 - Swimming Pool Operator
 16.22
 29000 - Stevedoring/Longshoremen Occupational Services
 29010 - Blocker And Bracer
 20.12
 29020 - Hatch Tender
 20.12
 29030 - Line Handler
 20.12
 29041 - Stevedore I
 18.41
 29042 - Stevedore II
 20.05
 30000 - Technical Occupations
 30010 - Air Traffic Control Specialist, Center (HFO) (see 2)
 35.77
 30011 - Air Traffic Control Specialist, Station (HFO) (see 2)
 24.66
 30012 - Air Traffic Control Specialist, Terminal (HFO) (see 2)
 27.16
 30021 - Archeological Technician I
 17.03
 30022 - Archeological Technician II
 18.98
 30023 - Archeological Technician III
 23.57
 30030 - Cartographic Technician
 26.76
 30040 - Civil Engineering Technician
 19.99
 30061 - Drafter/CAD Operator I
 19.30
 30062 - Drafter/CAD Operator II
 21.59
 30063 - Drafter/CAD Operator III
 24.08
 30064 - Drafter/CAD Operator IV
 29.62
 30081 - Engineering Technician I
 18.89

30082 - Engineering Technician II
 21.20
 30083 - Engineering Technician III
 23.71
 30084 - Engineering Technician IV
 29.38
 30085 - Engineering Technician V
 35.94
 30086 - Engineering Technician VI
 43.48
 30090 - Environmental Technician
 21.73
 30210 - Laboratory Technician
 18.74
 30240 - Mathematical Technician
 26.45
 30361 - Paralegal/Legal Assistant I
 16.42
 30362 - Paralegal/Legal Assistant II
 20.94
 30363 - Paralegal/Legal Assistant III
 25.64
 30364 - Paralegal/Legal Assistant IV
 31.01
 30390 - Photo-Optics Technician
 26.27
 30461 - Technical Writer I
 23.87
 30462 - Technical Writer II
 29.21
 30463 - Technical Writer III
 35.36
 30491 - Unexploded Ordnance (UXO) Technician I
 22.74
 30492 - Unexploded Ordnance (UXO) Technician II
 27.51
 30493 - Unexploded Ordnance (UXO) Technician III
 32.97
 30494 - Unexploded (UXO) Safety Escort
 22.74
 30495 - Unexploded (UXO) Sweep Personnel
 22.74
 30620 - Weather Observer, Combined Upper Air Or (see 2)
 23.77
 Surface Programs
 30621 - Weather Observer, Senior (see 2)
 26.27
 31000 - Transportation/Mobile Equipment Operation Occupations
 31020 - Bus Aide
 11.70
 31030 - Bus Driver
 15.59
 31043 - Driver Courier
 14.81

31260 - Parking and Lot Attendant
 10.02
 31290 - Shuttle Bus Driver
 14.81
 31310 - Taxi Driver
 10.47
 31361 - Truckdriver, Light
 14.81
 31362 - Truckdriver, Medium
 17.78
 31363 - Truckdriver, Heavy
 18.96
 31364 - Truckdriver, Tractor-Trailer
 18.96
 99000 - Miscellaneous Occupations
 99030 - Cashier
 9.26
 99050 - Desk Clerk
 12.25
 99095 - Embalmer
 22.74
 99251 - Laboratory Animal Caretaker I
 11.46
 99252 - Laboratory Animal Caretaker II
 12.24
 99310 - Mortician
 29.78
 99410 - Pest Controller
 17.39
 99510 - Photofinishing Worker
 14.39
 99710 - Recycling Laborer
 16.31
 99711 - Recycling Specialist
 19.10
 99730 - Refuse Collector
 14.89
 99810 - Sales Clerk
 12.06
 99820 - School Crossing Guard
 10.14
 99830 - Survey Party Chief
 19.34
 99831 - Surveying Aide
 11.01
 99832 - Surveying Technician
 17.36
 99840 - Vending Machine Attendant
 11.76
 99841 - Vending Machine Repairer
 14.75
 99842 - Vending Machine Repairer Helper
 11.76

ALL OCCUPATIONS LISTED ABOVE RECEIVE THE FOLLOWING BENEFITS:

HEALTH & WELFARE: \$4.27 per hour or \$170.80 per week or \$740.13 per month

VACATION: 2 weeks paid vacation after 1 year of service with a contractor or successor, 3 weeks after 5 years, and 4 weeks after 15 years. Length of service includes the whole span of continuous service with the present contractor or successor, wherever employed, and with the predecessor contractors in the performance of similar work at the same Federal facility. (Reg. 29 CFR 4.173)

HOLIDAYS: A minimum of ten paid holidays per year: New Year's Day, Martin Luther King Jr.'s Birthday, Washington's Birthday, Memorial Day, Independence Day, Labor Day, Columbus Day, Veterans' Day, Thanksgiving Day, and Christmas Day. (A contractor may substitute for any of the named holidays another day off with pay in accordance with a plan communicated to the employees involved.) (See 29 CFR 4.174)

THE OCCUPATIONS WHICH HAVE NUMBERED FOOTNOTES IN PARENTHESES RECEIVE THE FOLLOWING:

1) COMPUTER EMPLOYEES: Under the SCA at section 8(b), this wage determination does not apply to any employee who individually qualifies as a bona fide executive, administrative, or professional employee as defined in 29 C.F.R. Part 541. Because most Computer System Analysts and Computer Programmers who are compensated at a rate not less than \$27.63 (or on a salary or fee basis at a rate not less than \$455 per week) an hour would likely qualify as exempt computer professionals, (29 C.F.R. 541.400) wage rates may not be listed on this wage determination for all occupations within those job families. In addition, because this wage determination may not

list a wage rate for some or all occupations within those job families if the survey data indicates that the prevailing wage rate for the occupation equals or exceeds \$27.63 per hour conformances may be necessary for certain nonexempt employees. For example, if an individual employee is nonexempt but nevertheless performs duties within the scope of one of the Computer Systems Analyst or Computer Programmer occupations for which this wage determination does not specify an SCA wage rate, then the wage rate for that employee must be conformed in accordance with the conformance procedures described in the conformance note included on this wage determination.

Additionally, because job titles vary widely and change quickly in the computer industry, job titles are not determinative of the application of the computer professional exemption. Therefore, the exemption applies only to computer employees who satisfy the compensation requirements and whose primary duty consists of:

- (1) The application of systems analysis techniques and procedures, including consulting with users, to determine hardware, software or system functional specifications;
- (2) The design, development, documentation, analysis, creation, testing or modification of computer systems or programs, including prototypes, based on and related to user or system design specifications;
- (3) The design, documentation, testing, creation or modification of computer programs related to machine operating systems; or
- (4) A combination of the aforementioned duties, the performance of which requires the same level of skills. (29 C.F.R. 541.400).

2) AIR TRAFFIC CONTROLLERS AND WEATHER OBSERVERS - NIGHT PAY & SUNDAY PAY: If you work at night as part of a regular tour of duty, you will earn a night differential and receive an additional 10% of basic pay for any hours worked between 6pm and 6am. If you are a full-time employed (40 hours a week) and Sunday is part of your regularly scheduled workweek, you are paid at your rate of basic pay plus a Sunday

premium of 25% of your basic rate for each hour of Sunday work which is not overtime
(i.e. occasional work on Sunday outside the normal tour of duty is considered overtime work).

**** HAZARDOUS PAY DIFFERENTIAL ****

An 8 percent differential is applicable to employees employed in a position that represents a high degree of hazard when working with or in close proximity to ordnance, explosives, and incendiary materials. This includes work such as screening, blending, dying, mixing, and pressing of sensitive ordnance, explosives, and pyrotechnic compositions such as lead azide, black powder and photoflash powder.

All dry-house activities involving propellants or explosives. Demilitarization, modification, renovation, demolition, and maintenance operations on sensitive ordnance, explosives and incendiary materials. All operations involving re-grading and cleaning of artillery ranges.

A 4 percent differential is applicable to employees employed in a position that represents a low degree of hazard when working with, or in close proximity to ordnance, (or employees possibly adjacent to) explosives and incendiary materials which involves potential injury such as laceration of hands, face, or arms of the employee engaged in the operation, irritation of the skin, minor burns and the like; minimal damage to immediate or adjacent work area or equipment being used. All operations involving, unloading, storage, and hauling of ordnance, explosive, and incendiary ordnance material other than small arms ammunition. These differentials are only applicable to work that has been specifically designated by the agency for ordnance, explosives, and incendiary material differential pay.

**** UNIFORM ALLOWANCE ****

If employees are required to wear uniforms in the performance of this contract (either by the terms of the Government contract, by the employer, by the state or

local law, etc.), the cost of furnishing such uniforms and maintaining (by laundering or dry cleaning) such uniforms is an expense that may not be borne by an employee where such cost reduces the hourly rate below that required by the wage determination. The Department of Labor will accept payment in accordance with the following standards as compliance:

The contractor or subcontractor is required to furnish all employees with an adequate number of uniforms without cost or to reimburse employees for the actual cost of the uniforms. In addition, where uniform cleaning and maintenance is made the responsibility of the employee, all contractors and subcontractors subject to this wage determination shall (in the absence of a bona fide collective bargaining agreement providing for a different amount, or the furnishing of contrary affirmative proof as to the actual cost), reimburse all employees for such cleaning and maintenance at a rate of \$3.35 per week (or \$.67 cents per day). However, in those instances where the uniforms furnished are made of "wash and wear" materials, may be routinely washed and dried with other personal garments, and do not require any special treatment such as dry cleaning, daily washing, or commercial laundering in order to meet the cleanliness or appearance standards set by the terms of the Government contract, by the contractor, by law, or by the nature of the work, there is no requirement that employees be reimbursed for uniform maintenance costs.

REQUEST FOR AUTHORIZATION OF ADDITIONAL CLASSIFICATION AND WAGE RATE
Standard Form 1444 (SF-1444)

Conformance Process:

The contracting officer shall require that any class of service employee which is not listed herein and which is to be employed under the contract (i.e., the work to be performed is not performed by any classification listed in the wage determination), be classified by the contractor so as to provide a reasonable relationship (i.e., appropriate level of skill comparison) between such unlisted

classifications and the classifications listed in the wage determination. Such conformed classes of employees shall be paid the monetary wages and furnished the fringe benefits as are determined (See 29 CFR 4.6(b)(2)(i)). Such conforming procedures shall be initiated by the contractor prior to the performance of contract work by such unlisted class(es) of employees (See 29 CFR 4.6(b)(2)(ii)). The Wage and Hour Division shall make a final determination of conformed classification, wage rate, and/or fringe benefits which shall be retroactive to the commencement date of the contract (See 29 CFR 4.6(b)(2)(iv)(C)(vi)). When multiple wage determinations are included in a contract, a separate SF-1444 should be prepared for each wage determination to which a class(es) is to be conformed.

The process for preparing a conformance request is as follows:

- 1) When preparing the bid, the contractor identifies the need for a conformed occupation(s) and computes a proposed rate(s).
- 2) After contract award, the contractor prepares a written report listing in order the proposed classification title(s), a Federal grade equivalency (FGE) for each proposed classification(s), job description(s), and rationale for proposed wage rate(s), including information regarding the agreement or disagreement of the authorized representative of the employees involved, or where there is no authorized representative, the employees themselves. This report should be submitted to the contracting officer no later than 30 days after such unlisted class(es) of employees performs any contract work.
- 3) The contracting officer reviews the proposed action and promptly submits a report of the action, together with the agency's recommendations and pertinent information including the position of the contractor and the employees, to the Wage and Hour Division, U.S. Department of Labor, for review (See 29 CFR 4.6(b)(2)(ii)).
- 4) Within 30 days of receipt, the Wage and Hour Division approves, modifies, or

disapproves the action via transmittal to the agency contracting officer, or notifies the contracting officer that additional time will be required to process the request.

- 5) The contracting officer transmits the Wage and Hour decision to the contractor.
- 6) The contractor informs the affected employees.

Information required by the Regulations must be submitted on SF-1444 or bond paper.

When preparing a conformance request, the "Service Contract Act Directory of Occupations" (the Directory) should be used to compare job definitions to ensure that duties requested are not performed by a classification already listed in the wage determination. Remember, it is not the job title, but the required tasks that determine whether a class is included in an established wage determination. Conformances may not be used to artificially split, combine, or subdivide classifications listed in the wage determination.

**** SERVICE CONTRACT ACT DIRECTORY OF OCCUPATIONS ****

The duties of employees under job titles listed are those described in the "Service Contract Act Directory of Occupations", Fifth Edition (Revision 1), dated September 2015, unless otherwise indicated.

Attachment 2

QUALITY ASSURANCE SURVEILLANCE PLAN

1. INTRODUCTION

ICE's Quality Assurance Surveillance Plan (QASP) is based on the premise that the Service Provider, and not the Government, is responsible for the day-to-day operation of the Facility and all the management and quality control actions required to meet the terms of the Agreement. The role of the Government in quality assurance is to ensure performance standards are achieved and maintained. The Service Provider shall develop a comprehensive program of inspections and monitoring actions and document its approach in a Quality Control Plan (QCP). The Service Provider's QCP, upon approval by the Government, will be made a part of the resultant Agreement.

This QASP is designed to provide an effective surveillance method to monitor the Service Provider's performance relative to the requirements listed in the Agreement. The QASP illustrates the systematic method the Government (or its designated representative) will use to evaluate the services the Service Provider is required to furnish.

This QASP is based on the premise the Government will validate that the Service Provider is complying with the Enforcement and Removal Operations (ERO) -mandated quality standards in operating and maintaining detention facilities. Performance standards address all facets of detainee handling, including safety, health, legal rights, facility and records management, etc. Good management by the Service Provider and use of an approved QCP will ensure that the Facility is operating within acceptable quality levels.

2. DEFINITIONS

Performance Requirements Summary (Attachment A): The Performance Requirements Summary (PRS) communicates what the Government intends to qualitatively inspect. The PRS is based on the American Correctional Association (ACA) Standards for Adult Local Detention Facilities (ALDF) and ICE National Detention Standards (NDS). The PRS identifies performance standards grouped into nine functional areas, and quality levels essential for successful performance of each requirement. The PRS is used by ICE when conducting quality assurance surveillance to guide them through the inspection and review processes.

Functional Area: A logical grouping of performance standards.

Contracting Officer's Representative (COR): The COR interacts with the Service Provider to inspect and accept services/work performed in accordance with the technical standards prescribed in the Agreement. The Contracting Officer issues a written memorandum that appoints the COR. Other individuals may be designated to assist in the inspection and quality assurance surveillance activities.

Performance Standards: The performance standards are established in the ERO ICE

NDS at <http://www.ice.gov/detention-standards/2000> as well as the ACA standards for ALDF. Other standards may also be defined in the Agreement.

Measures: The method for evaluating compliance with the standards.

Acceptable Quality Level: The minimum level of quality that will be accepted by ICE to meet the performance standard.

Withholding: Amount of monthly invoice payment withheld pending correction of a deficiency. See Attachment A for information on the percentages of an invoice amount that may be withheld for each functional area. Funds withheld from payment are recoverable (See Sections 7 and 8) if the COR and Contracting Officer confirm resolution or correction, and should be included in the next month's invoice.

Deduction: Funds may be deducted from a monthly invoice for an egregious act or event, or if the same deficiency continues to occur. The Service Provider will be notified immediately if such a situation arises. The Contracting Officer in consultation with the ERO will determine the amount of the deduction. Amounts deducted are not recoverable.

4. QUALITY CONTROL PLAN

The Service Provider shall develop, implement, and maintain a Quality Control Plan (QCP) that illustrates the methods it will use to review its performance to ensure it conforms to the performance requirements. (See Attachment A for a summary list of performance requirements.) Such reviews shall be performed by the Service Provider to validate its operations, and assure ICE that the services meet the performance standards.

The Service Provider's QCP shall include monitoring methods that ensure and demonstrate its compliance with the performance standards. This includes inspection methods and schedules that are consistent with the regular reviews conducted by ERO. The reports and other results generated by the Service Provider's QCP activities should be provided to the COR as requested.

The frequency and type of the Service Provider's reviews should be consistent with what is necessary in order to ensure compliance with the performance standards.

The Service Provider is encouraged not to limit its inspection to only the processes outlined in the ICE NDS; however, certain key documents shall be produced by the Service Provider to ensure that the services meet the performance standards. Some of the documentation that shall be generated and made available to the COR for inspection is listed below. The list is intended as illustrative and is not all-inclusive. The Service Provider shall develop and implement a program that addresses the specific requirement of each standard and the means it will use to document compliance.

- Written policies and procedures to implement and assess operational requirements of the standard
- Documentation and record keeping to ensure ongoing operational compliance with the standards (e.g.; inventories, logbooks, register of receipts, reports, etc.)

- Staff training records
- Contract discrepancy reports (CDRs)
- Investigative reports
- Medical records
- Records of investigative actions taken
- Equipment inspections
- System tests and evaluation

5. METHODS OF SURVEILLANCE

ICE will monitor the Service Provider's compliance with the Performance Standards using a variety of methods. All facilities will be subject to a full annual inspection, which will include a review of the Service Provider's QCP activities. In addition, ICE may conduct additional routine, follow-up, or unscheduled ad hoc inspections as necessary (for instance, as a result of unusual incidents or data reflected in routine monitoring). ICE may also maintain an on-site presence in some facilities in order to conduct more regular or frequent monitoring. Inspections and monitoring may involve direct observation of facility conditions and operations, review of documentation (including QCP reports), and/or interviews of facility personnel and detainees.

5.1 Documentation Requirements: The Service Provider shall develop and maintain all documentation as prescribed in the NDS (e.g., post logs, policies, and records of corrective actions). In addition to the documentation prescribed by the standards, the Service Provider shall also develop and maintain documentation that demonstrates the results of its own inspections as prescribed in its QCP. The Government may review 100% of the documents, or a representative sample, at any point during the period of performance.

6. FUNCTIONAL PERFORMANCE AREAS AND STANDARDS

To facilitate the performance review process, the required performance standards are organized into nine functional areas. Each functional area represents a proportionate share (i.e., weight) of the monthly invoice amount payable to the Service Provider based on meeting the performance standards. Payment withholdings and deductions will be based on these percentages and weights applied to the overall monthly invoice.

ICE may, consistent with the scope the Agreement, unilaterally change the functional areas and associated standards affiliated with a specific functional area. The Contracting Officer will notify the Service Provider at least 30 calendar days in advance of implementation of the new standard(s). If the Service Provider is not provided with the notification, adjustment to the new standard shall be made within 30 calendar days after notification. If any change affects pricing, the Service Provider may submit a request for equitable price adjustment in accordance with the "Changes" clause. ICE reserves the right to develop and implement new inspection techniques and instructions at any time during performance without notice to the Service Provider, so long as the standards are not more stringent than those being replaced.

7. FAILURE TO MEET PERFORMANCE STANDARDS

Performance of services in conformance with the PRS standards is essential for the Service Provider to receive full payment as identified in the Agreement. The Contracting Officer may

take withholdings or deductions against the monthly invoices for unsatisfactory performance documented through surveillance of the Service Provider's activities gained through site inspections, reviews of documentation (including monthly QCP reports), interviews and other feedback. As a result of its surveillance, the Service Provider will be assigned the following rating relative to each performance standard:

Rating	Description
Acceptable	Based on the measures, the performance standard is demonstrated.
Deficient	Based on the measures, compliance with most of the attributes of the performance standard is demonstrated or observed with some area(s) needing improvement. There are no critical areas of unacceptable performance
At-Risk	Based on the performance measures, the majority of a performance standard's attributes are not met.

Using the above standards as a guide, the Contracting Officer will implement adjustments to the Service Provider's monthly invoice as prescribed in Attachment A.

Rather than withholding funds until a deficiency is corrected, there may be times when an event or a deficiency is so egregious that the Government **deducts** (vs. "withholds") amounts from the Service Provider's monthly invoice. This may happen when a significant event occurs, when a particular deficiency is noted multiple times without correction, or when the Service Provider has failed to take timely action on a deficiency about which he was properly and timely notified. The amount deducted will be consistent with the relative weight of the functional performance area where the deficiency was noted. The deduction may be a one-time event, or may continue until the Service Provider has either corrected the deficiency, or made substantial progress in the correction.

Further, a deficiency found in one functional area may tie into another. If a detainee escaped, for example, a deficiency would be noted in "Security," but may also relate to a deficiency in the area of "Administration and Management." In no event will the withhold or deduction exceed 100% of the invoice amount.

8. NOTIFICATIONS

- (a) Based on the inspection of the Service Provider's performance, the COR will document instances of deficient or at-risk performance (e.g., noncompliance with the standard) using the CDR located at Attachment B. To the extent practicable, issues should be resolved informally, with the COR and Service Provider working together. When documentation of an issue or deficiency is required, the procedures set forth in this section will be followed.
- (b) When a CDR is required to document performance issues, it will be submitted to the Service Provider with a date when a response is due. Upon receipt of a CDR, the Service Provider shall immediately assess the situation and either correct the deficiency as quickly as possible or prepare a corrective action plan. In either event, the Service Provider shall return the CDR

with the action planned or taken noted. After the COR reviews the Service Provider's response to the CDR including its planned remedy or corrective action taken, the COR will either accept the plan or correction or reject the correction or plan for revision and provide an explanation. This process should take no more than one week. The CDR shall not be used as a substitute for quality control by the Service Provider.

- (c) The COR, in addition to any other designated ICE official, shall be notified immediately in the event of all emergencies. Emergencies include, but are not limited to the following: activation of disturbance control team(s); disturbances (including gang activities, group demonstrations, food boycotts, work strikes, work-place violence, civil disturbances, or protests); staff use of force including use of lethal and less-lethal force (includes detainees in restraints more than eight hours); assaults on staff or detainees resulting in injuries requiring medical attention (does not include routine medical evaluation after the incident); fights resulting in injuries requiring medical attention; fires; full or partial lock down of the Facility; escape; weapons discharge; suicide attempts; deaths; declared or non-declared hunger strikes; adverse incidents that attract unusual interest or significant publicity; adverse weather (e.g., hurricanes, floods, ice or snow storms, heat waves, tornadoes); fence damage; power outages; bomb threats; significant environmental problems that impact the Facility operations; transportation accidents resulting in injuries, death or property damage; and sexual assaults. Note that in an emergency situation, a CDR may not be issued until an investigation has been completed.
- (d) If the COR concludes that the deficient or at-risk performance warrants a withholding or deduction, the COR will include the CDR in its monthly report, with a copy to the Contracting Officer. The CDR will be accompanied by the COR's investigation report and written recommendation for any withholding. The Contracting Officer will consider the COR's recommendation and forward the CDR along with any relevant supporting information to the Service Provider in order to confirm or further discuss the prospective cure, including the Government's proposed course of action. As described in section 7 above, portions of the monthly invoice amount may be withheld until such time as the corrective action is completed, *or* a deduction may be taken.
- (e) Following receipt of the Service Provider's notification that the correction has been made, the COR may re-inspect the Facility. Based upon the COR's findings, he or she will recommend that the Contracting Officer continue to withhold a proportionate share of the payment until the correction is made, or accept the correction as final and release the full amount withheld for that issue.
- (f) If funds have been withheld and either the Government or the Service Provider terminates the Agreement, those funds will not be released. The Service Provider may only receive withheld payments upon successful correction of an instance of non-compliance. Further, the Service Provider is not relieved of full performance of the required services hereunder; the Agreement may be terminated upon adequate notice from the Government based upon any one instance, or failure to remedy deficient performance, even if a deduction was previously taken for any inadequate performance.
- (g) The COR will maintain a record of all open and resolved CDRs.

9. DETAINEE OR MEMBER OF THE PUBLIC COMPLAINTS

The detainee and the public are the ultimate recipients of the services identified in this Agreement. Any complaints made known to the COR will be logged and forwarded to the Service Provider for remedy. Upon notification, the Service Provider shall be given a pre-specified number of hours after verbal notification from the COR to address the issue. The Service Provider shall submit documentation to the COR regarding the actions taken to remedy the situation. If the complaint is found to be invalid, the Service Provider shall document its findings and notify the COR.

10. ATTACHMENTS

- A. Performance Requirements Summary
- B. Contract Discrepancy Report

Attachment A – Performance Requirements Summary

FUNCTIONAL AREA	PERFORMANCE STANDARD (PBND 2011)	WITHHOLDING CRITERIA
Safety Addresses a safe work environment for staff, volunteers, contractors and detainees	PBND References: Part 1 - SAFETY 1.1 Emergency Plans; 1.2 Environmental Health and Safety; 1.3 Transportation (by Land).	A Contract Discrepancy Report that cites violations of cited PBND and PWS (contract) sections that provide a safe work environment for staff, volunteers, contractors and detainees, permits the Contract Officer to withhold or deduct up to 20% of a month invoice until the Contract Officer determines there is full compliance with the standard or section.
Security Addresses protection of the community, staff, contractors, volunteers and detainees from harm	PBND References: Part 2 - SECURITY 2.1 Admission and Release; 2.2 Classification System; 2.3 Contraband; 2.4 Facility Security and Control; 2.5 Funds and Personal Property; 2.6 Hold Rooms in Detention Facilities; 2.7 Key and Lock Control; 2.8 Population Counts; 2.9 Post Orders; 2.10 Searches of Detainees; 2.11 Sexual Abuse and Assault Prevention and Intervention; 2.12 Special Management Units; 2.13 Staff-Detainee Communication; 2.14 Tool Control; 2.15 Use of Force and Restraints.	A Contract Discrepancy Report that cites violations of PBND and PWS (contract) sections that protect the community, staff, contractors, volunteers, and detainees from harm, permits the Contract Officer to withhold or deduct up to 20% of a monthly invoice until the Contract Officer determines there is full compliance with the standard or section.
Order Addresses contractor responsibility to maintain an orderly environment with clear expectations of behavior and systems of accountability	PBND Reference: Part 3 - ORDER 3.1 Disciplinary System.	A Contract Discrepancy Report that cites violations of PBND and PWS (contract) sections that maintain an orderly environment with clear expectations of behavior and systems of accountability permits the Contract Officer to withhold or deduct up to 10% of a monthly invoice until the Contract Officer determines there is full compliance with the standard of section.
Care Addresses contractor responsibility to provide for the basic needs and personal care of detainees	PBND References: Part 4 - CARE 4.1 Food Service; 4.2 Hunger Strikes; 4.3 Medical Care; 4.4 Personal Hygiene; 4.5 Suicide Prevention and Intervention; 4.6 Terminal Illness, Advanced Directives, and Death.	A Contract Discrepancy Report that cites violations of PBND and PWS (contract) sections that provide for the basic needs and personal care of detainees, permits the Contract Officer to withhold or deduct up to 20% of a monthly invoice until the Contract Officer determines there is full compliance with the standard or section.
Activities Addresses contractor responsibilities to reduce the negative effects of confinement	PBND References: Part 5 - ACTIVITIES 5.1 Correspondence and Other Mail; 5.2 Escorted Trips for Non-Medical Emergencies; 5.3 Marriage Requests; 5.4 Recreation; 5.5 Religious Practices; 5.6 Telephone Access; 5.7 Visitation; 5.8 Voluntary Work Program.	A Contract Discrepancy Report that cites violations of PBND and PWS (contract) sections that reduce the negative effects of confinement permits the Contract Officer to withhold or deduct up to 10% of a monthly invoice until the Contract Officer determines there is full compliance with the standard or section.
Justice Addresses contractor responsibilities to treat	PBND References: Part 6 - JUSTICE 6.1 Detainee Handbook;	A Contract Discrepancy Report that cites violations of PBND and PWS (contract) sections that treat detainees

Attachment A – Performance Requirements Summary

FUNCTIONAL AREA	PERFORMANCE STANDARD (PBNDS 2011)	WITHHOLDING CRITERIA
detainees fairly and respect their legal rights	6.2 Grievance System; 6.3 Law Libraries and Legal Materials; 6.4 Legal Rights Group Presentations.	fairly and respect their legal rights, permits the Contract Officer to withhold or deduct up to 10% of a monthly invoice until the Contract Officer determines there is full compliance with the standard or section.
Administration and Management Addresses contractor responsibilities to administer and manage the facility in a professional and responsible manner consistent with legal requirements	PBNDS References: Part 7 -- ADMIN & MANAGEMENT 7.1 Detention Files; 7.2 News Media Interviews and Tours; 7.3 Staff Training; 7.4 Transfer of Detainees; Accommodations for the Disabled, 4-ALDF-6B-04, 4-ALDF-6B-07	A Contract Discrepancy Report that cites violations of PBNDS and PWS (contract) sections that require the Contractor's administration and management of the facility in a professional and responsible manner consistent with legal requirements, permits the Contract Officer to withhold or deduct up to 10% of a monthly invoice until the Contract Officer determines there is full compliance with the standard or section.
Workforce Integrity Addresses the adequacy of the detention/correctional officer hiring process, staff training and licensing/certification and adequacy of systems	Staff Background and Reference Checks (Contract) 4-ALDF-7B-03 Staff Misconduct 4-ALDF-7B-01 Staffing Pattern Compliance within 10% of required (Contract) 4-ALDF-2A-14 Staff Training, Licensing, and Credentialing (Contract) 4-ALDF-4D-05, 4-ALDF-7B-05, 4-ALDF-7B-08	A Contract Discrepancy Report that cites violations of the ALDF Standards associated with Workforce Integrity and PWS (contract) sections permits the Contract Officer to withhold or deduct up to 10% of a monthly invoice until the Contract Officer determines there is full compliance with the standard or section.
Detainee Discrimination Addresses the adequacy of policies and procedures to prevent discrimination against detainees based on their gender, race, religion, national origin, or disability	Discrimination Prevention 4-ALDF-6B-02-03	A Contract Discrepancy Report that cites violations of the ALDF Standards associated with Detainee Discrimination and PWS (contract) sections permits the Contract Officer to withhold or deduct up to 10% of a monthly invoice until the Contract Officer determines there is full compliance with the standard or section.

Attachment B – Contract Discrepancy Report

CONTRACT DISCREPANCY REPORT			1. CONTRACT NUMBER	
Report Number:			Date:	
2. TO: (Contractor and Manager Name)			3. FROM: (Name of COR)	
DATES				
CONTRACTOR NOTIFICATION	CONTRACTOR RESPONSE DUE BY	RETURNED BY CONTRACTOR	ACTION COMPLETE	
4. DISCREPANCY OR PROBLEM <i>(Describe in Detail: Include reference in PWS / Directive: Attach continuation sheet if necessary.)</i>				
5. SIGNATURE OF CONTRACTING OFFICER'S TECHNICAL REPRESENTATIVE (COR)				
6. TO: (COR)			7. FROM: (Contractor)	
8. CONTRACTOR RESPONSE AS TO CAUSE, CORRECTIVE ACTION AND ACTIONS TO PREVENT RECURRENCE. ATTACH CONTINUATION SHEET IF NECESSARY. <i>(Cite applicable Q.A. program procedures or new A.W. procedures.)</i>				
9. SIGNATURE OF CONTRACTOR REPRESENTATIVE			10. DATE	
11. GOVERNMENT EVALUATION OF CONTRACTOR RESPONSE/RESOLUTION PLAN: <i>(Acceptable response/plan, partial acceptance of response/plan, rejection: attach continuation sheet if necessary)</i>				
12. GOVERNMENT ACTIONS <i>(Payment withholding, cure notice, show cause, other.)</i>				
CLOSE OUT				
CONTRACTOR NOTIFIED	NAME AND TITLE	SIGNATURE	DATE	
COR				
CONTRACTING OFFICER				